



Purchasing Office — Bureau des Achats :

Canada Border Services Agency
Agence des services frontaliers du Canada
355 North River Road – 355 ch. River nord
17th Floor – 17^{ième} étage
Ottawa ON K1A 0L8

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

Title — Sujet :

TSPS: Strategic Procurement Division Operational Review and Improvement

Contract No. — N° du contrat :

5500001062

Reference No. — N° de référence :

Rv Req # 1000350963

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction —
Destination des biens, services et construction

See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à :

Canada Border Service Agency
Agence des services frontaliers du Canada
vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :

11/20/2020

Signature

Date

Ana Palomino, VP, Professional Services, Federal

**Name, title of person authorized to sign (type or print) —
Nom et titre du signataire autorisé (caractère d'impression)**

Contracting Authority — Autorité contractante :

Stephanie Nachar

**Telephone No. — No
de téléphone:**

514-293-5542

**Fax No. — No de
télécopieur :**

N/A

E-Mail Address — Courriel:

stephanie.nachar@cbsa-asfc.gc.ca

**Total Estimated Cost
(HST incl.) /Coût total
estimatif (TVH incl.) :**

\$560,773.00

**Currency Type –
Genre de devise :**

CAD

Vendor / Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur :

ALTIS Professional
102 Bank Street, Suite 302
Ottawa, Ontario, K1P 5N4

CONTACT : Ana Palomino

EMAIL ADDRESS : ana.palomino@altisprofessional.com

**Signed for the President by — Signé pour le
Président par :**

Digitally signed by FEC TEAU JIMMY
DN: C=ca, O=gc, OU=ccra-adrc,
OU=PERSONNEL, CN=FEC TEAU
JIMMY +
SERIALNUMBER=20152822310530
64
Date: 2020-11-20 14:57:14

Signature / Date

Name and Position Title — Nom et Titre du poste

Jimmy Fecteau
Agency Comptroller and Director General, FCMB
CBSA



CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

1.1 Task Authorization

- A. Work described at Annex A, Statement of Work will be performed under the Contract on an "as and when requested basis".
- B. With respect to the Work mentioned under paragraph A of this clause,
1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
 2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
 3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
 4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
 5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form, signed by the TA Authority.

C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$0, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

- D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs,) not being exceeded.

E. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D, Task Authorization Form, containing as a minimum:

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
 - the Contract security requirements applicable to the task or revised task;
 - the Contract basis (bases) of payment applicable to the task or revised task; and
 - the Contract method(s) of payment applicable to the task or revised task.
- F. Within two (2) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:



1. the total estimated cost proposed for performing the task or, as applicable, revised task; a breakdown of that cost in accordance with Annex B;
2. and; for each resource proposed by the Contractor for the performance of the Work required:
 - the name of the proposed resource;
 - the resume of the proposed resource; and
 - a demonstration that the proposed resource meets the Contract security requirements.A demonstration that the proposed resource meets the mandatory and rated criteria in Appendix A to Annex D
A demonstration that the proposed resource meets the minimum requirement of the TSPS Flexible Grid in Appendix B to Annex D

G. TA Authorization

1. The TA Authority will authorize the TA based on:
 - o the request submitted to the Contractor pursuant to paragraph F of this clause;
 - o the Contractor's response received, submitted pursuant to paragraph G of this clause; and
 - o the agreed total estimated cost for performing the task or, as applicable, revised task.
2. The TA Authority will authorize the TA provided that each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph G.3 of this clause.
3. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

H. Minimum Work Guarantee - All the Work - Authorized TAs

1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs.); and "Minimum Contract Value" means 5% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

I. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.



The reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

A sample MSOffice spreadsheet containing the data elements contained in paragraphs J.3 and J.4 of this clause is provided in Annex F.

3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
 - the TA number appearing on the TA form;
 - the date the task was authorized appearing on the TA form;
 - the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
 - the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced;
 - the total amount paid, Applicable Taxes included;
 - the start and completion date of the task (as last revised, as applicable); and
 - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).
4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
 - the sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability, Cumulative Total of all Authorized TAs, as last amended;
 - the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
 - the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

1.2 Work Authorization

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work described at sections 3.0 Scope of Work of the Statement of Work in Annex A required to complete the Contract. Upon completion of the TA, the Work will be reviewed before the Contractor is authorized to commence any Work described at the Statement of Work in Annex A. Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with a new task authorization, the Contracting Authority will advise the Contractor in writing to commence work with the issuance of a new task authorisation. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with task authorisation, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.



2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (2018-06-21) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 17 - Interest on Overdue Accounts, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience**, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:



- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

3. Security Requirement

1. The following security requirement (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract: The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex
 2. Industrial Security Manual (Latest Edition)

Additional CBSA Security Requirement:

- (a) The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.
- (b) If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.
- (c) The credit check and fingerprinting*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).
- (d) Until the credit check, fingerprinting* (if required) and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

*Fees are applicable. Fingerprinting, if required, will be at the Contractor's cost.



4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to October 31, 2021 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

4.4 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Nachar
Title: Senior Procurement Officer
Organization: Canada Border Services Agency
Address: 355 North River Road
Ottawa, ON K1A 0L8

Telephone: 514-293-5542
E-mail address: stephanie.nachar@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority (to be determined at contract award)

The Project Authority for the Contract is:

Name: Erin Lapensée
Title: Director, Strategic Procurement Division (SPD)
Organization: Canada Border Services Agency
Address: 355 North River Road
Ottawa, ON K1A 0L8



Telephone: 343-291-5717
E-mail address: Erin.Lapensee@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: Anna Palomino
Title: Director, Professional Services
Organization: Altis Professional
Address: 102 Bank Street, Suite 302

Telephone: 613-230-5350
E-mail address: ana.palomino@altisprofessional.com

6. Payment

6.1 Basis of Payment

6.1.1 Authorized TA

TA subject to a Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the authorized TA in accordance with the basis of payment in Annex B to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.1.2 Canada's Total Liability

Cumulative Total of all authorized TAs



- A. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of **\$496,260.00**. Customs duties are included and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
1. when it is 75 percent committed, or
 2. four (4) months before the Contract expiry date, or
 3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure 7.6.1.2, TA subject to a Limitation of Expenditure, whichever comes first.
- D. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7 Method of Payment

The following method of payment will form part of the authorized TA:

For the Work specified in an authorized TA subject to a limitation of expenditures:

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

8 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

9 Time Verification

C0711C (2008-05-12) , Time Verification

7. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.



- d. All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

8. Certifications and Additional Information

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) the signed Task Authorizations, including all of its annexes, if any;
- g) Contractor's Supply Arrangement E60ZT-18TSPS-037; and
- h) the Contractor's bid dated (February 7th, 2020). Bid Validity extended until December 30, 2020.



11. Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor).

12. Insurance – No Specific Requirement

SACC Manual clause G1005C (2016-01-28), Insurance

13. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.14 Contract Recourse Mechanisms

A potential supplier that has concerns regarding a federal procurement process is encouraged to first contact the government institution that issued the Contract. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the Recourse Mechanisms page on the Buyandsell.gc.ca website and the clause below.

a) Canadian International Trade Tribunal

A supplier may have recourse with the Canadian International Trade Tribunal (CITT) provided:

- The procurement is covered by at least one trade agreement;
- There is a perceived breach to a trade agreement obligation; and
- The complaint is filed with the CITT no later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known.

For more information on CITT and its rules and procedures, please refer to: Canadian International Trade Tribunal.

b) Office of the Procurement Ombudsman

A supplier may have recourse with the Office of the Procurement Ombudsman provided:

- The contract has been awarded;
- Complainant is a Canadian supplier;
- Complaint is filed in writing, within 30 working days after public notice of the award of the contract; and
- A complaint regarding the award of a contract with a value less than \$25,300 for goods or less than \$101,100 for services.

For more information on the Procurement Ombudsman rules and procedures, please refer to: Office of the Procurement Ombudsman.

A supplier may also have recourse to the Federal Court of Canada or the Provincial Superior Courts.

a) Office of the Procurement Ombudsman - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection



22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

b) Office of the Procurement Ombudsman — Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



ANNEX A - STATEMENT OF WORK

1. TITLE

Strategic Procurement Division Operational Review and Improvement

2. BACKGROUND

Canada Border Services Agency strives for excellence in its procurement function. The Agency Comptroller Directorate, specifically the Strategic Procurement Division conducted a previous contract with The Right Door, Contract no. 2020001312

SPD is looking for innovative ways to address new challenges and identify cost effective ways to improve the procurement function across the Agency following recommendations from several independent reviews.

3. OBJECTIVE

The overall objective is to put in place practices and tools to improve upon contracting activities, and support sound decision-making. This includes making investments in the service delivery model, information and technology in order to make the Strategic Procurement Division more efficient and a value added service to the other Canada Border Services Agency program areas.

4. SCOPE OF SERVICES

The Contractor will provide up to 3 Senior Business Process Consultants to help with the implementation of new processes to optimize the workflow and increase the efficiencies as identified in the assessment conducted by Right Door Consulting.

- track the different procurement processes in order to provide the Strategic Procurement Division and their clients information on procurement's progress and performance; and
- provide an assessment of the current procurement situation while taking into account planned improvements.

5. APPLICABLE DOCUMENTS

Documents that the contractor shall refer to/ access in order to provide the deliverables.

- i. Assessment Report conducted by Right Door Consulting.

6. TASKS

The required services may include, but are not limited to the following:

6.1 Review previous Assessment Plan

Produce Gantt Chart

Identify any potential issues with the proposed Assessment Plan

6.2 Execute the Assessment Plan strategy

Analyse the current state and prepare a Current Situation Assessment report, and corresponding deck, to present the findings:

7. DELIVERABLES

The contractor will be required to produce the following deliverables:

- Final Report
- Progress reports (Bi-weekly, monthly and quarterly) as agreed upon with PA
- Gantt chart cross-referencing 5.1
- Produce reports after completion of all tasks
- Produce all documents as required (as indicated in the Assessment Report)



The above deliverables need to be in accordance with Microsoft Suite products, such as MS Project, MS Word, MS Excel and MS PowerPoint, Adobe Acrobat or other formats as mutually agreed upon by the PA

8. CONSTRAINTS

At no time and in no way is CBSA data to be accessed to or from the contractor's IT systems through the use of a session or link (e.g. VPN).

At least one (1) resource must be able to communicate in both official languages.

The primary language of work is English; however work may be conducted in either Official Language (English and/or French). All deliverables (presentation and written report) will be in English. If any presentations or other deliverables need to be translated, the Project Authority will be responsible for the translation

The work will be performed in the National Capital Region (NCR) at CBSA headquarters located at 355 North River Road, Vanier, Ottawa, Ontario, K1A 0L8.

9. MEETINGS

Kickoff Meeting within 10 days of contract award

Provide updates, weekly, bi-weekly, quarterly status update:

- Identify potential pitfalls and potential issues with work
- Identify mitigation strategies
- Current status and progression
- Update Gantt chart if required

10. CLIENT SUPPORT

The CBSA will provide the Contractor with any supporting documents and references required to complete the work.



ATTACHEMENT 1 To Annex A – Statement Of Work

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Acknowledgements

I would like to thank the procurement officers within SPD for their openness in sharing their knowledge and suggestions that have been used in the development of the recommendations with the objective of better serving their clients.

Acronyms

ATIP	Access to Information and Privacy
BF	Bring Forward
BPC	Business Planning and Consolidation (CAS)
CAD	Canadian Dollar
CBSA	Canada Border Services Agency
CRC	Contract Review Committee
EPU	Express Procurement Unit
FAQ	Frequently Asked Question
FMA	Financial Management Advisor
FY	Fiscal Year
GCR	Government Contracts Regulations
GOC	Government of Canada
HQ	Headquarter
IFMS	Integrated Financial and Materiel System
IT	Information Technology
LDV	Low Dollar Value
MoU	Memorandum of Understanding
NAFTA	North American Free Trade Agreement
OB	Open Bidding
PO	Purchase Order
PREQ	Purchase Requisition
PSPC	Public Services and Procurement Canada
RFP	Request For Proposal
SACC	Standard Acquisition Clauses and Conditions
SME	Subject Matter Expert
SOP	Standard Operating Procedure
SOW	Statement of Work
SPD	Strategic Procurement Directorate
SRCL	Security Requirements Check List
SSC	Shared Services Canada
TA	Task Authorization
TBS	Treasury Board Secretariat
TC	Traditional Competitive
TN	Traditional Non-Competitive
WMT	Workload Management Tool



Executive Summary

The Strategic Procurement Division (SPD), Comptrollership Branch has overall functional authority as the Contracting Authority on behalf of the Agency. SPD has seen a lot of turnover recently both at the management and operational levels, and many positions remain to be filled. This is an opportunity for management to rebuild the division and modernize its practices with a clear focus on clients' service in order to award contracts in a timely manner while continuing to be compliant with all contracting regulations.

Rethinking a corporate service with a major orientation to client service is a paradigm change for most federal corporate function. When clients' needs become the primary focus, the role of the division is impacted. SPD is called upon to play an advisory role, beyond its administrative duties, to assist clients in defining their requirements and to identify the most appropriate procurement strategy to award contracts that is compliant with all contract regulations and trade agreements.

The following set of recommendations aims to effect this paradigm change. It provides the means to engage and influence clients in a timely manner, offering subject matter expertise and knowledge in order to have a materially positive impact on the buy outcome. Teams are reorganized with clients in mind and requests are prioritized according to clients' programs, business requirements and urgencies. Innovative methods are proposed to ensure limited procurement resources are leveraged so that the clients can expect faster turnaround time.



	Recommendations
1.	<p>Clarify the mission of SPD: sourcing contracts</p> <p>Remove responsibilities that do not require procurement expertise (i.e. sourcing) from SPD</p> <ul style="list-style-type: none">• Encourage clients to use Acquisition Cards for low dollar value purchases; however SPD must monitor usage• Train clients to issue their own Task Authorization when the contract is established for a unique vendor• Train warehouse staff to issue their own POs for inventory replenishment. Use the automatic reordering module, CAS/MRP, based on threshold.
2.	Leverage the Investment Plan to collect Procurement long term requirements
3.	Assign portfolio to Senior procurement officers (similar to FMAs) to assist clients with their short term planning and to help clients provide all information required by the procurement process
4.	Set priorities to process PREQ according to clients' needs rather than procurement standards
5.	Use the Pull model instead of the PUSH model to allocate PREQs to procurement officers
6.	Track service requests using the concept of a KANBAN board with a Case Management Tool
7.	Implement a section 41 control and ensure segregation of duties by having a peer sign section 41
8.	Calculate and advertise fluctuating service levels instead of fixed service standards
9.	Move the position of Security for SRCL under SPD
10.	Morph the contracting inbox positions into a Help Desk
11.	Assign a group of clients instead of a group of commodities to teams
12.	Reinforce the Procurement Training unit so that they can act as the "driver" for procurement at HQ and in regions
13.	Revisit the invoice processing process to involve clients and FMAs as well as procurement officers to address related issues and avoid delays in payment
14.	Review the document structure in Apollo
15.	<p>Engage CRA in discussions with CAS to provide basic GoC extracts and reports</p> <ul style="list-style-type: none">• Clean master data• Redefine the roles to be more generic, encompassing, (displays)• Provide additional training to procurement officers on CAS, when onboarding and ongoing
16.	Increase visibility of procurement using multiple communications channels



1 Introduction

The Canada Border Services Agency (CBSA) facilitates the flow of legitimate travellers and trade. The Agency also enforces more than 90 acts and regulations that keep Canada and Canadians safe.

The Strategic Procurement Division (SPD), Comptrollership Branch has overall functional authority as the Contracting Authority on behalf of the Agency. It provides procurement operations and advice, strategic procurement planning, quality assurance, and reporting for all Agency branches across Headquarters and in the regions.

SPD has seen a lot of turnover recently both at the management and operational levels, and many positions remain to be filled. This is an opportunity for management to rebuild the division and modernize its practices with a clear focus on clients' service in order to award contracts in a timely manner while continuing to be compliant with all contracting regulations.

The following set of observations were derived from interviews with all the procurement officers, and statistics extracted from the CAS/MM analyst for fiscal year 2018-19 as well as additional CAS/MM queries.

2 Roles and Responsibilities for Procurement

The Treasury Board of Canada Contracting Policy requires that contracting be conducted in a manner that will:

- stand the test of public scrutiny in matters of prudence and probity, facilitate access, encourage competition, and reflect fairness in the spending of public funds;
- comply with the government's obligations under the North American Free Trade Agreement (NAFTA), the World Trade Organization – Agreement on Government Procurement and the Agreement on Internal Trade.¹

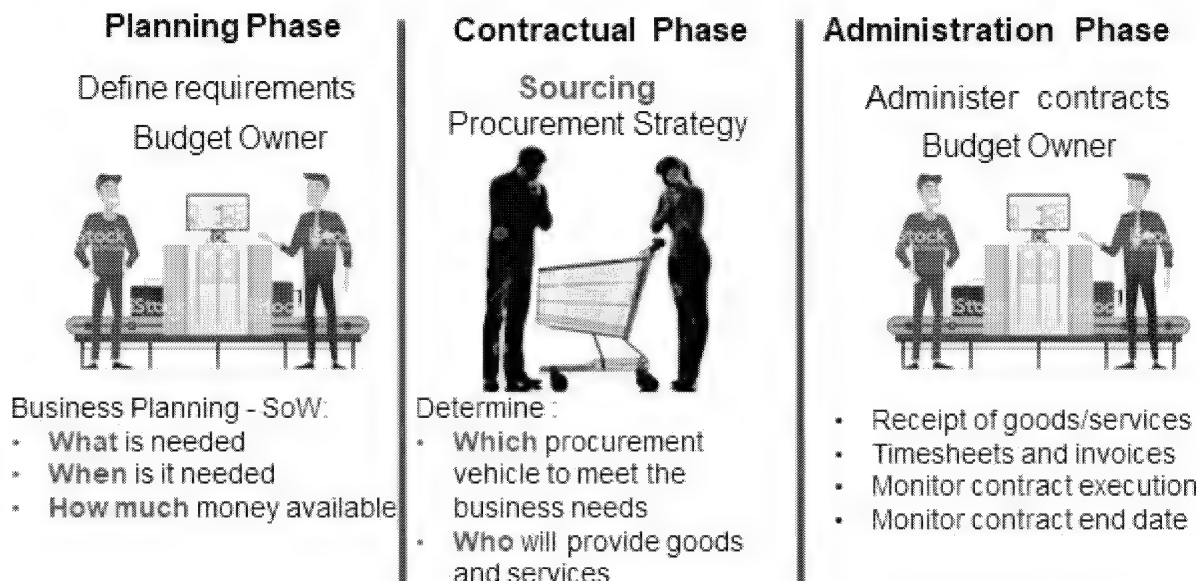
To encourage competition and compliance to Trade Agreements, the implementation of the Contracting Policy requires specialists who have the necessary knowledge and expertise to ensure CBSA can undergo public scrutiny. Budget owners must work with procurement officers when they need to contract resources to produce their business results. The following diagram illustrates the distribution of responsibilities and authorities for procurement officers and clients.

2.1 The mission of SPD

The main purpose of a central procurement unit is "sourcing" that is, to identify a supplier for the goods and services required while providing opportunities to do business with government to as many suppliers as possible: this demands a competitive process. They are also responsible to ensure that best price is obtained and therefore mandated to use the procurement vehicles established by Central Agencies to benefit from the economy of scale.

Figure 1: Roles and Responsibilities for Procurement Process

¹ TB Contracting Policy, Section 2 Policy Statement 2013-10-09



Clients are responsible for defining their requirements (planning phase) in terms of resources (goods, temp help, professionals, etc.), and monitoring the execution of the work or deliverables in their contracts (contract administration) in order to achieve results for which they are accountable (value for money).

In FY 2018-19 there were 977 contracts issued by HQ, and XX amendments and 943 contracts issued by the regions, and XX amendments.

Currently, there are 17 procurement officers in regions and 16 at HQ. Given the limited number of procurement officers, it is imperative that their time be used when they can contribute their procurement expertise; any tasks that do not require their unique knowledge should be removed from their responsibilities.

2.2 Low Dollar Value Contracts

Observations

In FY 2018-19 there were 50 POs less than 10K (5%) and 207 (22%) of such contracts issued by the regions. Purchases under 10K do not require the involvement of procurement officers.

"Departments can reduce and simplify the procurement process of goods and services using acquisition cards. The intent of acquisition cards is to provide a convenient and less burdensome method of procuring and paying for goods and services, while ensuring effective financial control. The limit for the use of acquisition card at CBSA is \$10,000 per single transaction."²

Recommendations

- Clients should be encouraged to use their acquisition card to make low dollar value purchases. The implementation of such a recommendation will require the identification of administrative staff to assist budget owners, on-going training on what can be bought in this manner and how to proceed (such as requesting quotes to obtain best value).
- Acquisition Card purchases is a sole source type of purchase and as such is subjected to the procurement rules. It is imperative that procurement monitors the use of the acquisition card to ensure only the authorized commodities are being purchased and that this method of supply is not used for contract splitting.

2.3 Task-based Contracts

In FY 2018-19, 977 contracts were issued by HQ and 203 (21%) of those were Task Authorizations (TAs). In Q1-Q2 of FY 2019-20, 308 contracts were issued by HQ, and 42 were TAs (14%). No TAs are issued in regions since presumably, the type of commodities being bought does not necessitate task-based contracts.

Observations

² Standard Acquisition Clauses and Conditions (SACC) Manual, 3.155.5 Acquisition Card Management, 2012-07-14



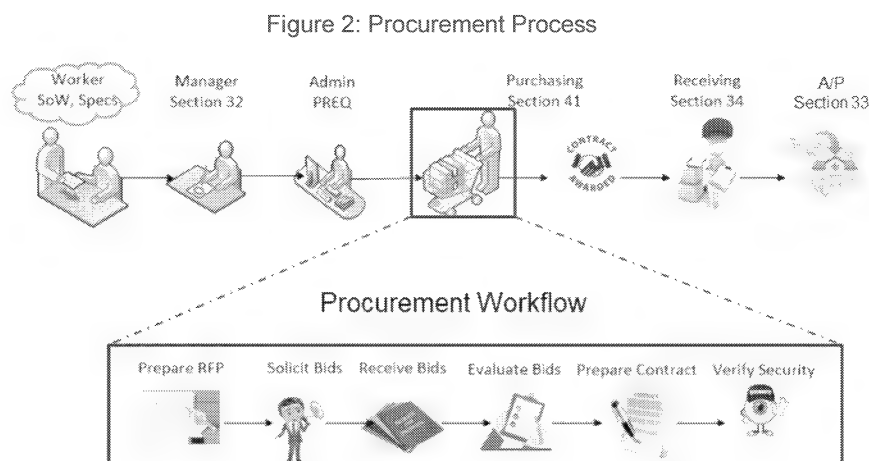
- There are some task authorizations that are created from a task-based contract assigned to a specific vendor. When the vendor is fixed in such contract, procurement, in theory, would not need to be involved in issuing the corresponding TA since no competition is involved. However there are some task-based contracts which are not assigned to a specific vendor and the terms of the contract is that the TA must be assigned to the vendors on the contract on a rotational basis. Such contracts are not good candidates to leave the creation of the TA entirely in the hands of clients; proper controls must be put in place to ensure the TA complies to the terms and conditions of the task-based contract.
- Two procedures are currently used to delegate the issuance of TAs to clients. One procedure prepares clients to take over the associated tasks through training and to ensure they understand the rules associated with a task-based contracts before they are authorized to issue a TA on a task-based contract allocated to a unique vendor. Subsequently, clients can issue such TAs without any assistance from procurement officers thus alleviating their workload. Another procedure is to grant offhand the delegation to clients to issue a TA on task-based contract allocated to many suppliers and then to hold their hand throughout the process. This approach does not alleviate the workload of procurement officers and defeat the purpose of this decentralization.

Recommendations

- Encourage the issuance of TAs for task-based contracts assigned to a specific vendor and ensure clients are properly trained to take over those responsibilities. In a situation where there is a delegation, proper a posteriori controls must be put in place to monitor compliance.
- Keep the issuance of TAs for complex (many vendors) task-based contracts within the responsibilities of procurement officers.

3 Procurement Process Assessment

As illustrated in Figure 2, much work takes place between the reception of a Purchase Requisition and the award of a contract.



3.1 Procurement Planning – Long Term (3-5 years)

Observations

- SPD has asked clients to submit their procurement plan. The plans received are submitted by clients but SPD must carry out an horizontal analysis it to determine to which team (responsible for specific commodities) the "upcoming" procurement will be assigned.
- Clients are providing very detailed requests (request for a TA, amendment) over a very long period of time (3 years). The probability that the requirements will change is pretty high so that it will be difficult for SPD to balance its workload based on those requirements.
- Procurement officers are not too sure how to leverage this information, and so far few plans that have been submitted. It is very frustrating for clients to take the time to respond to such request and to receive "nothing" in return for their effort.

Recommendations

- In order to reduce the workload on both clients and SPD, it is recommended to leverage the Investment Plan that is submitted to TBS. SPD could provide the instructions to determine the information that is relevant to



them. If this option is adopted, it would be recommended to have a senior procurement officer participate in those discussions.

- SPD could include their own rules to fill the template to guide clients as to the type of “complex” procurement they should indicate on their plan such as requiring a Standing Offer (to be put in place or renewed) instead of specific “simple” relatively short procurement transaction.
- These investment plan are an input for SPD to anticipate the need for additional procurement officers in view of long lead time to acquire additional resources.
- The investment plan (or any other 3-5 year plan) is not the tool to use to balance the workload of the teams. Analysis of types and volume of transactions by clients over previous periods would be more relevant. It is therefore recommended to develop dashboards to monitor the trends in procurement.

3.2 Procurement Planning – Short Term (one year)

Observations

- Clients are requested to fill a “Procurement Initiation Form” to inform SPD of an upcoming requirement so that SPD can assess the scope of their demand. Most questions submitted require procurement knowledge to provide a useful answer which clients do not necessarily have. Clients do not realize the required length of time that must be put aside to go through the procurement process.
- Clients do not always monitor their contracts and they may fail to react in a timely manner to request amendments of their contracts. The Workload Management Tool (WMT) provides a “BF” date to warn the clients since a contract cannot be extended once it has terminated.

Recommendations

- Clients need assistance for short term procurement planning. It is recommended to assign a portfolio of clients to senior procurement officers (similar to the FMAs but not necessarily the same clients distribution) who can start the dialogue with clients about their upcoming requirements. Procurement officers can use the form for themselves to collect answers and conclusions reached during the dialogue. They can start discussions about the duration of the eventual procurement process in order to manage their expectations.
- The senior procurement officers should also meet with clients in a proactive manner, to discuss their contracts (ongoing or recently terminated) and determine if it is necessary to renew contracts, create a standing offer if such contracts are renewed regularly, or amend current contracts.

3.3 Service Requests – Intake

Observations

- The most challenging and time consuming part of the procurement process for clients is the definition of the requirements. Clients have difficulties expressing their needs in a manner that can be competed on the market. Procurement on the other hand views the definition of the requirements as the sole responsibility of clients and set the entry point into procurement **after** the requirements are clearly defined.
- Two “gates” have been put in place to reduce the time spent by procurement officers on the requirements definition step. The first gate, is the submission of the “Procurement Initiation Form”.
- The second gate, is the submission of the CAS purchase requisition (PREQ), to which all mandatory procurement documents must attached: Statement of Work, Evaluation Criteria, Security Requirements Check List (SRCL), Sole source justification Those documents serve to provide “procurement” answers in even greater details, for which most clients do not have the knowledge or expertise to answer. Moreover, the same information about the project authority is being asked in both documents which is frustrating for clients and of course will create issues (and more delays) if the answers differ.
- The gate keepers: the contracting inbox officers, who are not procurement officers, are tasked to
 - analyze the “Procurement Initiation Form” in order to verify the completeness and at times correct the information provided; and may return the form to clients;
 - open the PREQ to verify if all mandatory documents are attached
 - verify the GL code and make corrections,
 - modify the PREQ to indicate which team lead will receive notification of section 32 approval;
 - release the PREQ after verifying that all documents are attached.
- Once the PREQ is “accepted” by procurement (P1 released), it is returned to clients for section 32 approval (M1 released) before coming back to procurement.
- Upon the PREQ being received, the inbox officers will create a folder in Apollo and an entry in WMT.

Recommendations



The senior procurement officers assigned to a portfolio of clients, would act a "procurement analysts" and take the load off both the procurement officers and clients by working with the latter in defining their requirements.

- Procurement analysts would have the following responsibilities:
 - assist in the short term procurement planning;
 - explain the procurement process;
 - assist in formulating the SOW and evaluation criteria;
 - assist in estimating cost;
 - determine the method of supply (acquisition card, PO, standing offer, etc) and propose options;
 - determine the procurement strategy (TN, TC, OB, aboriginal strategy, Comprehensive Land Claims Agreement, etc.);
 - assist clients in filling the questionnaires and forms (SRCL, sole source justification, etc.);
 - create and maintain the procurement timelines for upcoming procurement processes taking into account the circumstances of the moment (period, current workload, officers availability);
 - conduct complex procurement processes;
 - provide an interface between clients and procurement officers (at CBSA and PSPC/SSC); and
 - oversee the subsequent procurement process.

3.4 Service Requests - Processing

3.4.1 Allocation

Observations

- When service requests are received, they are immediately allocated to a procurement officers by the team lead up to 15 requests by procurement officers. The procurement backlog of the team is distributed to each procurement officer's individual backlog. The officer does not start work on the newly arrived request since he/she is working on other requests. If the procurement officer is absent, the requests must be re-assigned manually to avoid creating even more delays. This allocation method is called a "push" method.

Recommendation

- Instead of allocating a service request to a specific procurement officer, upon receipt, the next available officer "pulls" the request from the queue as soon as he/she becomes available (see Appendix A Push-Pull Models). Clients should be made aware that service requests are not processed as they arrive but are put in a queue. To manage their expectations right from the start of the procurement process, it is proposed to notify clients (as is customary for any service organization) that their request has reached procurement services, and that they will be notified when a procurement officer starts working on it. A second message should be sent, informing clients which procurement officer has actually started working on their request. During peak period, there can be a fair amount of time between the two messages and clients must be made aware of that fact.
- As work progresses along the workflow, the procurement officer updates the status of the ticket so that management and clients alike can be kept informed.
- By recording the date when a service request is received (date received), the date an officer starts working on it (start date) and the date the contract is awarded (end date), management is able to provide evidence based service levels and manage clients' expectations.

3.4.2 Priorities

Observations

- Since service requests are dispatched as they come in, it is up to the procurement officer to determine which request will be processed next from their own individual backlog. Procurement officers are trying to award contracts according to WMT automatically generated "service delivery date" based on the established service standards, which may or may not meet client's need. Procurement officers are instructed to work towards service standards which are fixed and do not take into account the current workload, period of the year and procurement officers availability. This puts undue stress on procurement officers.

Recommendations

- The CAS purchase requisition should provide the necessary information to trigger the "operations". An important question that needs to be provided up front is how urgent the request is so that SPD can prioritize



their work accordingly. The field “Delivery Date” on the purchase requisition is intended to provide such information and could be derived from the procurement timeline developed by the procurement analyst. Procurement officers then must try to deliver the contracts “as fast as possible” and not try to meet standards, but achieve better service levels.

- Determining priorities for processing service requests from the backlog is an ongoing activity, as the queue evolves, and should be done with an overview of all requests in the backlog. Different methods can be used by management to prioritize the tickets, the highest priority ticket being on top of the “pile”. Most often, the tickets are prioritized in the order they come in, but other factors can be used for prioritizing the tickets such as the “Delivery Date”, the client, the program, etc.
- Team leaders would analyze the service requests (dollar amount, type of contract, requester), to determine the PG level to process it according to pre-set rules applied for all teams. Allocating service requests to a PG level instead of a specific officer provides more flexibility and will balance the workload better when an officer is not available and someone else at the same or higher level can process the ticket.

3.4.3 Tracking

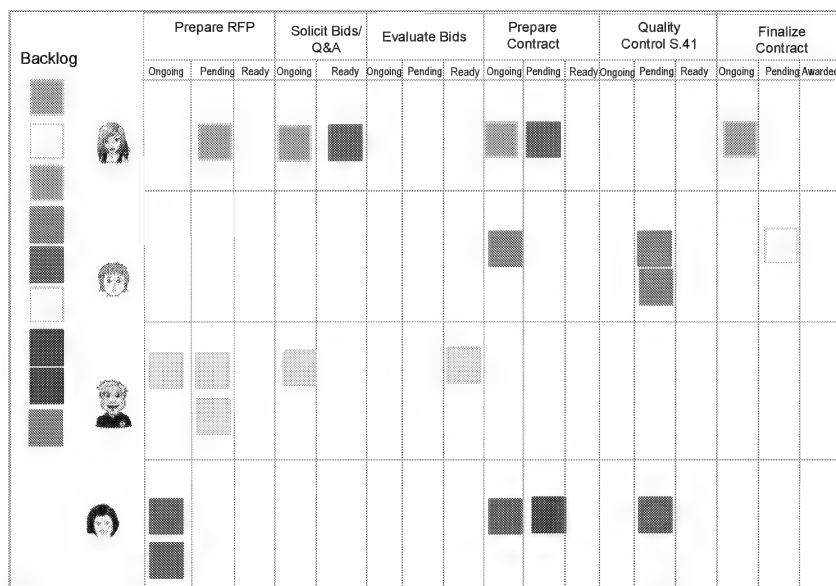
Observations

- WMT is used for tracking service requests, and it contains many relevant fields to track the work in progress. The decision has been made to implement a new tracking tool because the current technical platform is unstable.
- Procurement officers update the information to reflect the “status” of the request. Although there are many statuses (see Appendix B WMT Status), it is not always clear where exactly the requests is in the process. For instance:
 - Request being worked on by contracting officer
 - Request waiting for input by client
 - Etc.

Recommendations

- It is recommended to implement the concept of a KANBAN board to track service requests. A ticket is created for each service requests (request for advice, requests for contracts or amendments, etc.) and its status is tracked as it moves along the process (as illustrated in figure 3.). For a manual Kanban, a ticket is a post-it note of different colors for each group of clients. In an automated tool, each ticket is associated with a Branch.

Figure 3: KANBAN for Procurement



- There are three statuses under each procurement steps: ongoing, pending and ready. “Ongoing” means an officer is actively working on the request, “pending” means work has stopped because the officer is waiting



for something from outside of SPD: an approval, or additional information. Finally “ready” when all is completed in this step, but the next step has not yet started because no one in SPD is available. For example, all bids may have been received and they are ready to be evaluated but the evaluation team will meet at a later date. “Ready” is normally used to indicate that work has stopped because there are no resources currently available to work on it. The status, indicated in the context of the procurement workflow, is more meaningful than the current WMT status: “Request waiting for input by client”, in this KANBAN context, it would indicate at which step of the process, we are waiting for input by client:

- Waiting for client to review the RFP before it goes out;
 - Waiting for client to evaluate the bids;
 - Waiting for client to sign the contract, etc.
- Every ticket that is in a pending/ready status should be examined closely and every effort should be made to move the ticket to ongoing. If for example, an officer is waiting for information, he/she should proactively prompt whoever is expected to provide this information so that the work can proceed. If one officer is not available to work on a ticket someone else may take over.
- The KANBAN highlights the bottlenecks or the “wait” times (pending, ready) so that the team effort is put on resuming the workflow as rapidly as possible:
- During periodic meetings (daily or weekly), officers can look at the backlog for their team, the work in progress, explain why the work is in a pending/ready status, what will be done about it and, as necessary, require assistance from peers or management to help move the request along. All efforts are on moving the “active” ticket along the workflow, as fast as possible, before starting work on the next request in the backlog. The motto being: “stop starting, start finishing”.

3.4.4 Contract Award

Observations

- In all GoC, there is a bit of confusion regarding the signatures on a contract. There needs to be a signature to:
 - Spending authority - Authorize the issuance of the contracts on behalf of CBSA; this means that CBSA is committed to honor all the clauses in the contract, including eventual payments;
 - Contracting authority - Certify that the contract is awarded following a procurement process that is compliant with the Contracting Regulations and Trade Agreements; this is to protect CBSA from possible litigation related to the selection of the supplier.

When budgets were centralized, contracting authority was delegated to procurement officers and their signature covered both authorities: spending and contracting.. With decentralized budgets, the budget owners/project authority are the spending authority responsible and accountable for administering the contract to obtain the expected value from the money spent (oversees the work, verify the deliverables, authorize both timesheets and invoices). The procurement officers are responsible and accountable for the compliance of the process to award the contract.

- When procurement officers have delegated authorities, they can sign a contract to certify compliance to the rules. When they are the ones preparing the contract, there needs to be a segregation of duties: the doer and the “comptroller”. The control can be applied manually by a person or automatically by a computer. In the case of contracts, not all elements to be controlled can be automated, so a second person is required to conduct quality control. Therefore, an officer exercises delegated authority when they conduct the quality control. This officer does not need to be the team lead, because this could cause bottlenecks. Quality control can be exercised by a peer, a PG at the same level, or any other PG at a higher level. This provides an opportunity to learn from one another and increase collaboration between officers.

Recommendations

- It is recommended to modify the workflow to put a section 41 control and to use a checklist to ensure uniformity of the quality control.
- There should be two signatures on the contracts: the budget owner/project authority as the spending authority. They are the ones who have to comply with the clauses of the contract, not the procurement officers. Procurement officers would sign as the contracting authority.

3.5 Service Standards/ Service Level

Observations

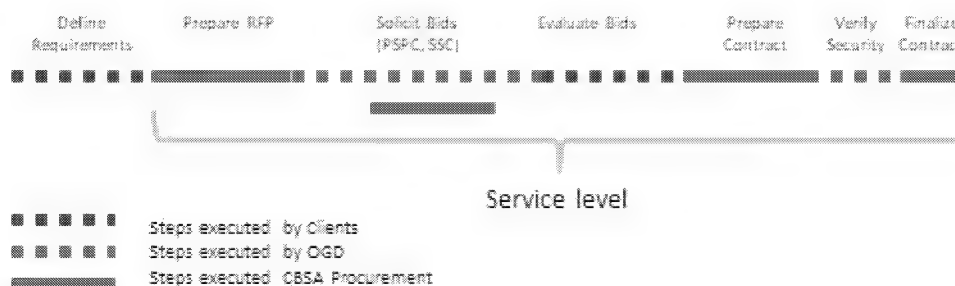
- All messages received are automatically replied to with a message that states the service standards, in the hope that clients being aware of SPD's standards will respect them and make no demands for faster turnaround time. Those standards have been produced with “buffers” to account for “unexpected” everything.



The “standards” are fixed across the year and do not take into account the periods (Q1, Q2, Q3, Q4), the fluctuating number of demands as well as the availability of the staff (vacations, holidays, sick leave, staff turnover, etc.).

- Furthermore, as illustrated by Figure 4 below, there are many segments along the procurement journey that involves other departments and units subjected to similar fluctuations, and directly impact SPD’s capacity to deliver. It is impossible to deliver on service “standards” when procurement does not have control over the entire process.

Figure 4: Segments of the Procurement Journey



Procurement has no authority over the segments executed outside procurement, and it makes the overall duration of the procurement process difficult to estimate:

- the requirements are defined by clients with variable knowledge, expertise and availability to do so;
- pending PSPC, SSC: all purchasing of goods over 25K must be done by PSPC; all hardware/software that will be connected to the network must be purchased by SSC. when the procurement process is done by PSPC or SSC, they both do not abide by any kinds of service standards; this segment is totally unpredictable;
- pending: when situations arise where potential bidders request additional time to submit bids for a number of reasons;
- pending: when the evaluation of the bids is carried out by clients, who again, have variable knowledge, expertise in the evaluation process and availability to do so;
- pending: the verification of security which is outside the control of procurement;
- pending: all the required signatures which depend on client and supplier.

Recommendations

- Service levels should be tracked and communicated instead of service standards. A service level is the elapsed time between the receipting of a properly stated service requests (M1 Released purchase request) and the award of the contract. The service level should not include the period when the requirements are being defined since procurement has no control over this activity: they can only provide assistance when clients are available to work on it.
- Instead of trying to meet service standards irrespective of the period of the year, the number of outstanding requests and the availability of staff, it is recommended to document and communicate service levels as they fluctuate throughout the year. The specifications for the tool to replace WMT will provide a live dashboard of “current” service levels and forecasts based on the moving average calculation by type of service.
- In order to manage clients’ expectations, the procurement analyst develops a procurement timeline in collaboration with clients to estimate a potential contract award date. This timeline should take into account the desired delivery date by the client, the current service level and document assumptions about the expected productivity level of the resources involved in the process. In order to manage expectations, the timeline needs to be updated and communicated throughout the procurement process as events impact it and service levels fluctuate. It is the responsibility of procurement officers to maintain a dialogue with clients and inform them in a timely manner when unexpected delays arise.

3.6 Security Clearance

Observations

- A SRCL must be submitted at the same time as the PREQ. Clients tend to incorrectly state their security requirements. To fill the SRCL, in any kind of meaningful manner, one must specify clearly the tasks that will be conducted, the location where work will be performed, and the information that the contractor needs to



produce the deliverables. This can only be done after the SoW is finalized which may require further discussions with a procurement officer to do so. However, clients need to provide a SRCL before a procurement officer is assigned to their "case".

- There are two "experts" reviewing the Statement of Work: a procurement officer, to ensure it can be competed, and a security officer to ensure that all appropriate security requirements and clauses are appropriate based on the level of sensitivity of identified assets involved in the work and any apparent sensitivity in the work itself. Each officer is in a different organizational unit which causes delays for clients and blurs the accountability lines.
- CBSA pays Industrial Security to conduct personnel security assessment for suppliers. CBSA requires each person to fill the exact same questionnaires than the ones previously submitted to obtain security clearance from PSPC. This is redundant and with no value added (no impact on risks) for CBSA while delaying the award of the contract.

Recommendations

- It is recommended that security officers reviewing the SRCL be under the responsibility of SPD, to decrease the turnaround time, and ensure SPD can be held accountable for the resulting contracts. Procurement officers should be trained to review the SoW from all perspectives, its clarity and coherence with security requirements so that they can determine the necessary clauses for the contract.
- Information officers can bring a complementary expertise to fill the SRCL since the SRCL is mainly about the information security level. Once the information security level is determined than it is an automatic translation into the SRCL. Furthermore, once the security of the information is determined, than the roles and systems that need to be accessed is determined as well (the containers of the information).
- There are many different "domains" of security risks. The security parameters and mitigation strategies are vastly different depending on what is at risk. For instance, determining the risks associated with Information Technology is vastly different than let's say the risks associated with a building and requires IT experts to assess and mitigate the risks involved. It has been recognized for some time now in the GoC that IT security is best left to IT experts; thus it has been detached from a generic "security" unit. Gradually security is being transferred back to the different domains where it applies in order to analyze the risks in its context with appropriate experts to carry on the "protection" responsibilities, such as: real property (access to building), material (controlled goods), finance (financial fraud), Information (confidentiality), contracts (clauses) and HR (personnel security).
- CBSA by its nature has security requirements beyond what PSPC requires for some positions. Personnel security assessment should not be carried blindly in all cases regardless of security clearances already possessed. CBSA should have different screening procedures according to the work to be performed, back office or front line, and develop additional tools to have a real impact on risks.

4 Client Focused Organization

Observations

- There are at least 40 messages every day and the officers have to open most of them to determine what the message is about. Contracting inbox officers have been asking to change the automatically generated message but the technical control to do so does not reside with procurement.
- Clients ask common questions when faced with procurement. They get answers from their peers or from different procurement officers. The answers may differ depending on who they ask. Moreover, they can in turn provide an answer later on to someone else and then the message may get lost in translation.

4.1 Procurement Help Desk

- It is recommended to morph the contracting inbox to an "help desk", which is to be the single entry point into procurement and to implement the concept of "Open door policy". The help desk becomes a host and is not used as a gate keeper. They would answer simple and frequently asked questions (tier 1) related to purchasing, within 24 hours, keep a record of all requests coming in through different channels (phone, email, intranet), dispatch complex questions (tier 2) to the appropriate procurement resource and follow-up on all requests to make sure that they have been answered in a timely manner. They would be responsible to create tickets in the procurement tracking system. They would no longer:
 - Verify the Procurement Initiation Form, which could be used by a senior procurement officer to discuss upcoming contracts with clients but will not be required from clients;
 - Verify if all documents are attached to PREQ and release them. The P1 release in the workflow needs to be eliminated. A PREQ will be accepted even if all documents are not attached. During the procurement process, procurement officers will get the documents gradually;



- Verify financial coding in the PREQ, this is the responsibility of clients, with the assistance of FMAs;
 - Create folders in Apollo, this is the responsibility of procurement officers.
 - Attempt to solve invoicing problems. They would create a ticket and assign it to the person responsible to deal with those issues.
- The automatically generated message should be changed to reflect this “open door policy” and indicate who will contact them to guide them through the next step if an answer cannot be provide on the spot. It should be technically easy for procurement to modify their automatic reply message without having to incur delays caused by technicians.

4.2 Procurement “Operations” Teams

Observations

- Much time is spent by team leads to dispatch the work to their team members.
- Two teams of procurement officers are grouped according to goods and types of services (Goods, non IT services) and one closer to the concept of client per se (IT services). Clients’ requests will be processed by different procurement officers and clients deal with more than one officer for diverse requirements. Once an officer has worked on a complex requests for a client, he/she may have developed a more in-depth understanding of the client’s business but may not be involved in a different request from the same client.
- All requests for goods are handled by the Express Procurement Unit (EPU) and mobilizes the greatest number of officers. Some requests for goods are not that simple and cannot be processed in an “express” manner; it creates delays for the really simple ones, and stress on the procurement officers who is “stalled” by the request. Furthermore, this team spends most of its time on the administrative aspect of procurement and with limited in opportunities to offer advice to clients.
- Procurement officers work exclusively on contracts for goods, their full expertise is not used with limited opportunity to develop or use other competencies. This grouping limits procurement officers to administrative work, does not offer opportunities to engage with clients and does not necessarily deliver contracts faster.
- Procurement officers indicated that the workload was not well balanced between the three teams.
- There are not enough procurement officers who are bilingual to service Quebec clients.

Recommendations

- In a client focused organization, procurement officers are typically organized as teams responsible for a specific set of clients grouped according to their own clients: Corporate Services areas are providing resources to internal clients, programs are providing services to external clients (See Appendix C Categories of Business Processes applied to CBSA). The types of contracts, suppliers, methods of procurement and commodity purchased are very different between the two groups but similar within each group. Procurement officers develop an understanding of the clients’ business and can better assist them in putting in place value added contracts or identify the need for standing offer. It is recommended to reorganize the three teams as follows:
 - One team responsible for governance units,
 - One team responsible for corporate services ISTB, Finance and HR,
 - One Team responsible for operations at HQ,
 - One team responsible for the operations in the regions.

As service requests arrive at procurement, they are allocated to each team according to clients (this can be automated). Then it is up to the team lead to organize the backlog of service requests by PG level and priority; where procurement officers will “pull” their next request to process.

- Each team is composed of procurement officers of different levels of experience and expertise so that the team can process simple to complex requests for a given set of clients. The number and level of procurement officers in each team need to be determined based on previous year statistics and forecasted programs.

4.3 Procurement Policy and Training Team

Observations

- New employees have greatly appreciated the onboarding process (about CBSA) and the assistance provided by the policy unit. There is no onboarding material for procurement per se.
- All procurement officers appreciated the additional documentation (SoPs) recently produced by the policy unit. New officers have expressed a wish for job shadowing.
- Much time is spent by team leads to train and answer questions for clients and procurement officers. This takes away their time to meet with clients and help them in their planning.
- Procurement officers receive their delegation one year after joining CBSA. This means that another procurement officers must be mobilized to authorize contracts.



Recommendations

- Staff the Policy and Training unit to function as a driver for procurement (as per figure 5) across all regions. This unit would be responsible to:
 - develop and maintain all procurement governance instruments: policies, directives, guidelines, standards, process, procedures, templates;
 - develop communication material (for multiple communication channels) on governance instruments to all stakeholders, clients and staff alike;
 - develop and maintain training material and provide training to both clients and staff;
 - develop and maintain a set of frequently asked question (FAQs) to be provided to the service desk (tier 1);
 - monitor and report on compliance to the governance instruments, by conducting audits on selected procurement files, across all regions, also known as quality assurance;
 - prepare regulatory reports (proactive contracts disclosure), respond to ATIP and parliamentary questions regarding procurement.
- Ensure procurement officers obtain their delegation as soon as possible. There are already sufficient controls in the process; an additional control based on time is not required.
 - Develop and provide onboarding material on CBSA procurement;
 - Develop the process (and related procedures, forms) to delegate authorities for different streams: experienced officers from other GoC departments, experienced officers from private sectors and entry level officers.

Use multiple channels to communicate procurement information

Observations

- SPD has limited visibility on the intranet. The documents to support procurement (training, templates, instructions, FAQs, etc. are difficult to locate).

Recommendations

- There should be a concerted effort to provide as much information through as many channels as possible to clients and staff alike,
- Apollo is to be used for recordkeeping, it may not be the best and only channel to share procurement documents. Amongst channels to consider for deploying procurement information are:
 - The upcoming case management Tool (iBUY's knowledge base);
 - A separate page on the Intranet;
 - Apollo wiki;
 - Etc.

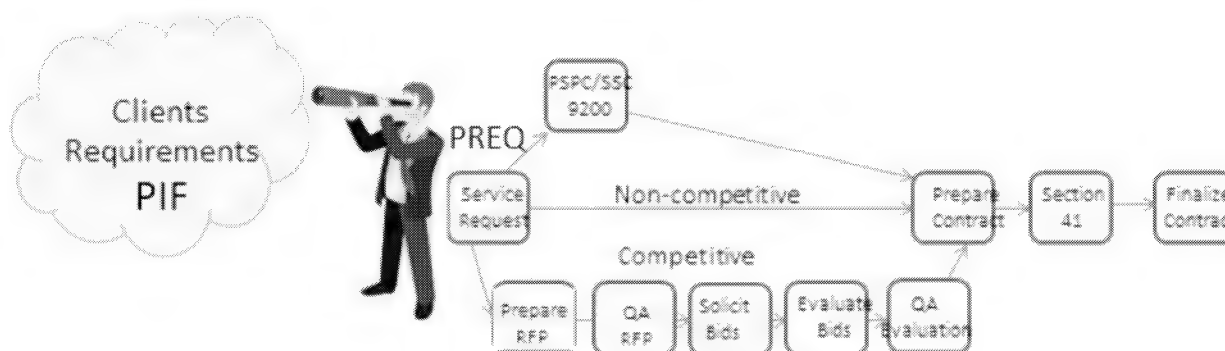
4.4 Procurement Analyst

A procurement analyst (team leads) acts as a scout, a reconnoiter who meets with clients during planning or as requested, to assist in defining requirements in order to submit a "properly" defined purchase requisition (with accompanying documents) to procurement "operations".

They take the time necessary to discuss key procurement questions at the outset, explaining the options and the process so that clients' expectations can be better managed. Procurement officers can then process the "clarified" service request.



Figure 5: Procurement Analysts



5 Processing Invoices

Observations

- The procurement process to award a contract is triggered by a purchase requisition. Clients have difficulties creating a PREQ, with all supporting documents, and tend to rely on procurement for assistance. Gates have been put in place to keep PREQ issues in clients' court so as not to encumber procurement work.
- Once contracts are in place, the contract administration phase starts which is about receiving the goods and services, and making payments. In theory, this is outside the scope of SPD, since these are not about sourcing (as per Figure 1). When issues arise around receipting or invoicing, clients and accounts payable tend to rely on procurement for assistance. Solving invoicing issues is time consuming and takes away the time that should be spent on sourcing contracts. Some issues may be related with the manner that the contract was set-up, many issues about financial coding and others may be errors created by the supplier that should be corrected by a discussion between the client, A/P and the supplier.

Recommendations

- As stated previously, clients need assistance to create the PREQ and procurement analysts can help at this point. It is proposed to involve FMAs as well to address critical issues right from the start among them, such as budget and financial coding. Once financial coding would be set by people who have the expertise to ensure it is accurate, nobody else would need to check it.

Table 1: Proposed Roles and Responsibilities for an upcoming contract

Resource	Tasks
Sourcing Phase	
Client	Determine if a contract is needed
	Consult the budget <ul style="list-style-type: none">Is the eventual contract already budgeted forIf not, is there sufficient funds to cover it
	If funds are not available to cover eventual contract <ul style="list-style-type: none">Contact the FMA to determine how additional funds can be mobilized
FMA	Determine the actual Free Balance in the Budget <ul style="list-style-type: none">Examine Funds commitments, PREQs, POs in CASVerify if some funds can be releasedClose residual funds in PREQ



Resource	Tasks
	<ul style="list-style-type: none">Check for double commitments (funds commitment and PREQ or funds commitment and PO)Verify if funds can be moved from salary to O&M Inform the client of the funds available
Client	Draft the Statement of Work <ul style="list-style-type: none">Follow the instructions or request the assistance of the procurement analyst
Procurement Analyst	Finalize the Statement of Work in discussion with clients <ul style="list-style-type: none">Initial meeting with Client: to assist in the development of the SoWDetermine if a specific procurement vehicle must be usedResearch similar contracts to provide an estimate of ratesSubsequent meetings with Client: present the procurement strategy to be used to meet the requirements and associated cost
Client	Confirm the availability of funds <ul style="list-style-type: none">Determine if available funds are sufficientConsult the FMAs who will assist in developing justification for additional funds
Client	Prepare PREQ
FMA	Verify financial coding and release PREQ
Procurement Officer	<ul style="list-style-type: none">Process the PREQAward Contract
Contract Administration	
Client	<ul style="list-style-type: none">Verify and approve invoice against contract; check payment termsAsk supplier to resubmit the invoice to match payment terms
	Keep records on contracts, Task Authorizations
FMA	Track time, money and expenditure in contracts and communicate it to clients
	Reprofile lines in CAS from one fiscal year to subsequent fiscal years

- As a general rule, the key principle to increase the fluidity of an organization's processes is to avoid centralizing tasks which will automatically create bottlenecks. For instance:
 - Contracting inbox officers who verify all purchase requisitions instead of every procurement officer verifying their own PREQs;
 - Assigning the purchase of one commodity to a specific team instead of each team buying all commodities required by their clients;
 - Assigning the task of solving all invoices issues to one team instead of each team solving invoice issues related to the contracts they have created for their clients;
 - Awarding contracts over some threshold by HQ instead of each region awarding all contracts for their clients;
 - Applying section 41 by team lead instead of a peer of an equivalent or higher level.

6 Procurement Systems and Tools

6.1 Apollo

Observations



- All procurement officers indicated their frustrations with the reliability of Apollo. Now that CBSA is paperless, all operations stop if Apollo is not up and running smoothly.
- Procurement officers find it difficult to locate their information in Apollo. The document structure is not intuitive.
- Clients find it difficult, if not impossible, to find their contract. The problems arise as well when one is trying to respond to an ATIP.

Recommendations

- Maintain a copy of procurement folders on the server, outside Apollo, until it is stabilized to avoid stalling procurement operations and creating delays for clients;
- Review and communicate the document structure to store all procurement documents in Apollo; (see Appendix D Proposed Procurement Documents Structure).
- Train procurement officers on Apollo's features and make sure everyone understands and applies the document structure and can leverage metadata;
- Identify the documents that should be attached to CAS screens to facilitate access to clients and respond to ATIP.

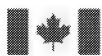
6.2 CAS

Observations

- At the beginning of the current fiscal year, there was a major reorganization. Some branches were created and other dissolved. Costs centers were changed under the branches. The fields used to identify the branches in CAS (Plant) were not updated. New ones were not created and obsolete ones were not closed. Contracts are being issued with the wrong branch id which creates problems when it comes time to pay invoices.
- Procurement officers are unaware of the reorganization that took place and continue to create new contracts with the wrong cost centers. As for existing contracts, problems arise when it is time to pay the invoice against the wrong cost center. The payment of invoices is delayed by the need to resynchronize the PO and the invoice.
- There are many values that are obsolete in CAS such as many occurrences of the same vendor, document types that should no longer be used, etc. This creates problems during subsequent processes (invoice processing) and for reporting.
- Officers find out about screens/reports that would be useful in their position. The roles provides limited access which means that when one "discovers" a screen/report that would be useful, a request must be made and access is given on a case by case basis.
- IFMS has provided a recent version for the production of procurement regulatory reports (e.g. quarterly and annual proactive contracts disclosure reports) and CBSA is provided with obsolete versions. As a result, the production of those reports is very labor intensive and error prone. Similarly, when using some t-codes in CAS to query information, the result is displayed in a manner that is obsolete and cannot be exported in EXCEL for further manipulation and analysis

Recommendations

- Update the field (Plant #) to roll-up the cost centers to a branch and communicate the new values to procurement officers. Identify all existing contracts impacted by the change and modify them proactively before problems arise when the invoices are submitted for payments.
- Engage CRA in discussions to:
 - Clean master data
 - Redefine the roles to be more generic, encompassing, (displays)
 - IFMS reports
- Provide additional training to procurement officers on CAS, when onboarding and ongoing.



Appendix A – PUSH - PULL Models

Push	Pull
Team Leader focused on workload management	Team Leader focused on Clients' priorities
Individual Backlog burden causes stress	Officer pulls work only when he/she has capacity to finish it; workload based on flow rate
No clear overall backlog view	Overall backlog view to dynamically reprioritize
Staff accountable to guestimates	Staff accountable to work <ul style="list-style-type: none"> Award contract as fast as you can
High WIP – High context switching	Lower WIP – increased throughput
Limited collaboration	Increased collaboration
	Sense of accomplishment as staff check off completed contracts



Appendix B – WMT Status

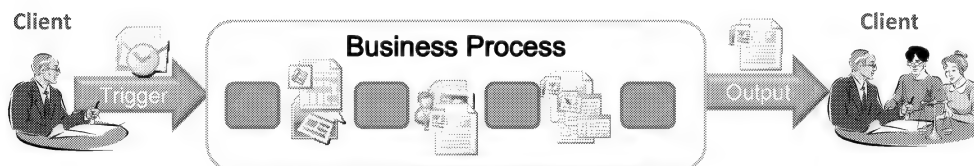
	WMT - Current Status
0	Advice and Guidance
1	Request logged
3	Request sent for PR creation
5	Request sent to Team Leader
7	Request sent to CRC
9	Request assigned to contracting officer
11	Request being worked on by contracting officer
13	Request waiting for input by client
15	Request sent to security
17	Request sent for management review
19	Request sent for Quality Assurance
21	Request sent to PSPC/SSC
23	Solicitation period
25	Bids evaluation
27	Proposed resource
29	Contract sent to supplier
31	Contract active
33	Contract active – TA based
35	Task authorization in progress
37	Contract management activity
39	Contract amendment in progress
41	Contract closed
43	Contract terminated
45	Request currently on hold
47	Request cancelled
49	Confirming order



Appendix C – Categories of Business Processes applied to CBSA

The business process is defined as a collection of related, structured activities or tasks that produce a specific service or product for a particular client or clients. It originates with a client needs and wants and concludes with the fulfillment of those needs and wants. Therefore, a key element of this approach is to listen to the “voice of the Client”.

Figure 6: Categories of Business Processes/Clients

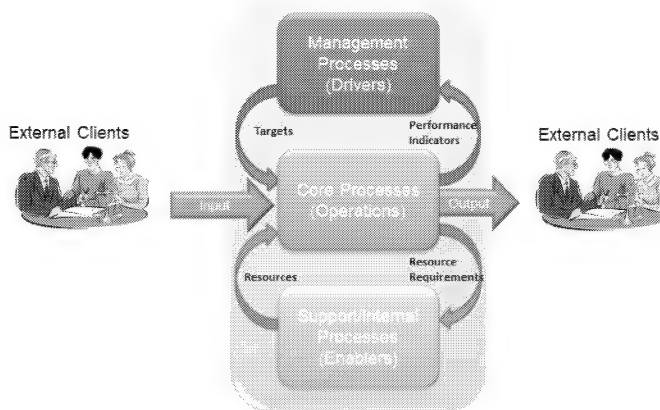


In any organization, there are three categories of business processes, each differentiated by the client they serve:

- **Management processes** provide directives and targets to CBSA staff (strategic/operational plans, management frameworks, etc.), and monitor and report back to governing bodies (senior management, central agencies, Parliament, etc.). They are known as the business “drivers.”
- **Core processes** produce outputs for external clients; they represent activities which carry out the mission of an organization; often called the “operations”.
- **Support processes** (otherwise known as Internal/Corporate Services) receive resource requirements as an input from the operations (internal clients); they provide the required resources as an output to the operations to support the organization's activities. They are known as “enablers.”

Support processes in any organization, enable the provision of the following resources: finance, facilities, equipment/material, contracts, information technology, information, human resources. Support processes are grouped into service areas according to the resource provided.

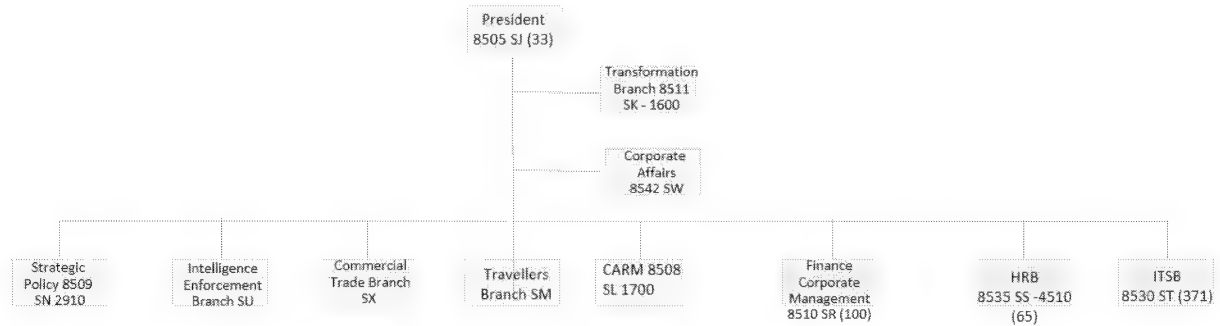
Figure 7: Categories of Business Processes/Clients



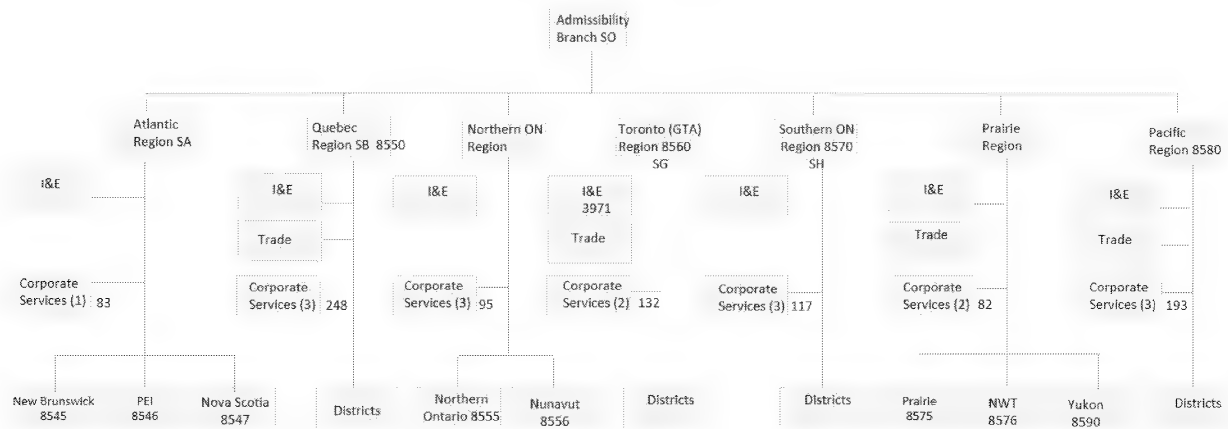


Categories of Business Processes applied to CBSA

CBSA HQ – Governance and Corporate Services

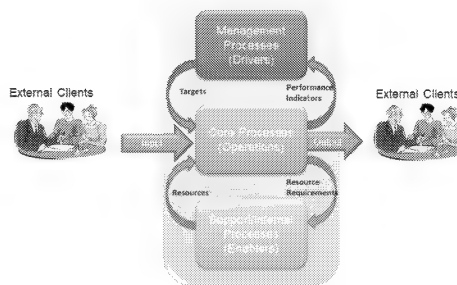


CBSA Regions - Operations





Appendix D – Proposed Procurement Documents Structure



Current Structure	Proposed Structure
Enterprise	Enterprise
Finance and Corporate	Finance and Corporate Management
Management	Agency Comptroller
Agency Comptroller	SPD
SPD	Administration
Procurement Initiative	Plans and Budgets
Construction	HR requests
Goods	Contracts (SPD PREQ, Timesheets, Invoices)
Services	Systems (Request for changes, Functional Reqts)
	Reports, Dashboards
	Meetings
	Contracts
	PREQ #, PO#/OA#, Description
	Contracting Oversight and Policy
	Policies and Procedures
	Training Material
	Topics (Apollo, CAS, WMT, Onboarding, etc)
	Communication Material
	Quality Assurance
	Reports
	TBS – Proactive, MAF
	PSPC
	Aboriginal
	CBSA



ANNEX B - BASIS OF PAYMENT

A - Contract Period

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive fixed per diem as follows:

Initial Period:

Category	All Inclusive Per diem
Business Process Consultant - Senior Level	

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

B – Option to Extend the Term of the Contract

Subject to the exercise of the Contract option, the Contractor will be paid the following firm all-inclusive per diem rates/hourly rates for work performed pursuant to this Contract, in accordance with Annex A, during the extended period of the Contract. Applicable taxes are extra.

During the extended period of the Contract, the Contractor will be paid as specified below to perform all the Work in relation to the option to increase the level of effort.

Option Period 1 (Period of 1 year)

Category	All Inclusive Per diem
Business Process Consultant, Senior Level	

Option Period 2 (Period of 1 year)

Category	All Inclusive Per diem
Business Process Consultant, Senior Level	



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to / Limité à : <input type="checkbox"/>		Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :		Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
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SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>			TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract # 5500001062

COMMON-PS-SRCL#6



Government
of Canada

Gouvernement
du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TB5/SCT 350-103(2004/12)

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Canada



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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC				
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	RESTRICTED NATO DIFFUSION RESTREINTE	CONFIDENTIAL NATO CONFIDENTIEL	SECRET NATO SECRET	COMINT TOP SECRET COMINT TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET
											A	B	C		
Information / Assets Renseignements / Biens Production															
IT Media - Support IT															
IT Linc - Lien électronique															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SC 350-103(2004/12)

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Canada Border
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Contract # 5500001062

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Gouvernement
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Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
1.3 Organization / Project Authority / Charge de projet et l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Erin Lenzner	AI Director		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-241-5717	N/A	Erin.Lenzner@cbisa.gc.ca	16 Dec 19
1.4 Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Kavita Mahara	Security Advisor	MAHARA J KAVITA	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
664-830-7754		Kavita.Mahara@cbisa.gc.ca	January 21, 2020
1.5 Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Oui
1.6 Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		NACHAR STEPHANIE	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
1.7 Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Saumur, Jacques U	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division / Division des contrats sécurité /
Contract Security Program / Programme de sécurité des contrats /
Public Services and Procurement Canada / Services publics et Approvisionnement Canada
Jacques.Saumur@tc.gc.ca
Telephone / Téléphone 613-948-1732
Facsimile / Télécopieur 613-948-1712

TBS/SCCT 350-103/2004/12

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



ANNEX D - TASK AUTHORIZATION FORM

TASK AUTHORIZATION			
Contractor: Altis Professionel		Outlined Agreement: 5500001062 RV Req : 1000350963	
Task Number:		Date:	
PO Number :		PO Req Number :	
Amendment Number:		Date:	
1. TA Request			
Background/Objective: <p>This section should provide context for the work and a high level outcome. For example: This is the 1st phase of the project so the focus is only on certain aspects of the work. This will assist the procurement officer in their review and will distinguish from previous or subsequent TAs.</p>			
Tasks: <p>This section lists the detailed and specific tasks the resource is required to perform to achieve the outcome.</p>			
Deliverables and Associated Schedule: <p>This section lists the detailed deliverables the resource must produce along with the due dates of when they must submit them. The description of the deliverables should make it clear to the supplier and their resource what constitutes an acceptable deliverable so there is no ambiguity in terms of the quality we expect. If we do not provide this, we have little to no recourse for poor performance.</p>			
Format of Deliverables: <p>This section lists in which format the deliverables will be provided.</p>			
2. PERIOD OF SERVICES		From:	To:
3. Work Location			
4. Other Conditions /Restraints		[] Yes [] No Specify:	
5. Travel		[] Yes [] No Specify:	
6. Basis of Payment		Limitation of Expenditure [] Ceiling Price [] Firm Price []	
7. METHOD OF PAYMENT:		[] Single [] Monthly [] Milestones	
8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL			
[] Reliability Status [] Confidential [] Secret [] Not Applicable			
9. BILINGUALISM (if applicable)			
[] English and French [] French [] English			
TA Proposal [For completion by Contractor]			
10. Estimated Cost Contract			
Category of Proposed Resource and name	Firm Per Diem Rate	Estimated # of Days	Total cost



TASK AUTHORIZATION			
Sub-total Professional Fees:			\$
HST:			\$
Total:			\$
TA Approval			
11. Signing Authorities			
	Signatures of Authorized Representatives	Date	
Name & Title of Individual Authorized to Sign on Behalf of Contractor:			
Name & Title of Individual Authorized to Sign Pursuant to sub-section 32(1) of the <i>Financial Administration Act for CBSA</i> :			
Name & Title of Contracting Authority for CBSA:			
12. Invoicing			
<p>Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.</p> <p>The supplier should invoice in ¼, ½, ¾ or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.</p> <p>Invoices must be sent electronically via email to: vendors-fournisseurs@cbsa-asfc.gc.ca</p>			
Financial Coding:			



APPENDIX A TO ANNEX D - RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

Note to Bidder: the evaluation criteria identified in this section will be the same as the solicitation but the experience required will be "*from TA request date*" instead of "*from bid closing date*", when applicable.

1.0 Mandatory Resource Assessment Criteria:

Mandatory Technical Criteria (MT)		
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its will be considered.		
Business Process Consultants		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	The contractor must demonstrate that the proposed resource has experience as a business process consultant working on a project that is similar in scope as described in statement of work at Appendix "A".	
MT2	The contractor must demonstrate that the proposed resource must have a minimum of one (1) year experience using SAP (or other similar enterprise system).	
MT3	The contractor must demonstrate that the proposed resources have experience in business processes using lean principles.	
MT4	The contractor must demonstrate that the proposed resources has a minimum of one year experience working with information management tools.	
MT5	The contractor must demonstrate that the proposed resources has experience providing business process mapping training.	
MT6	The contractor must demonstrate that the proposed resources has conducted at least one procurement review and implemented improvements within the past 5 years.	

2.0 Point Rated Resource Assessment Criteria:

Number	Point Rated Technical Criteria (RT) and Scores	Required Minimum Number of Points	Maximum Number of Points
RT1	The contractors proposed resources should have conducted multiple projects where they have reviewed and implemented improvements on Procurement within the past ten years.	The grading scale will be as follows: 1 projects = 0 points 2 project = 5 points 3 projects = 10 points 4 projects = 15 points	Maximum 15 points



Number	Point Rated Technical Criteria (RT) and Scores	Required Minimum Number of Points	Maximum Number of Points
RT2	The contractor's should demonstrate that proposed resources have experience working with an information management system that is currently in use within the Government of Canada (Federal, Provincial, Municipal)	The grading scale will be as follows: 1+ to 2 years = 2 points 2+ to 3 years = 4 points 3+ to 4 years = 6 points	Maximum 6 points
RT3	The Contractors proposed resources should have experience in projects where they have implemented a KANBAN system for workload management.	The grading scale will be as follows: 1 projects = 0 points 2 project = 5 points 3 projects = 10 points 4 projects = 15 points	Maximum 15 points
RT4	The contractor should demonstrate that the proposed resources have a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI).	1)No PMP certificate = 0 point 2) PMP certificate = 5 points.	Maximum 5 points
RT5	The contractors should demonstrate that the proposed resources should have the following education.	1) University Degree = 10 points 2) College Diploma = 5 points	Maximum 10 points
RT6	The contractor should demonstrate that the proposed resources must have experience using SAP, specifically the Material Management module.	The grading scale will be as follows: 1+ to 2 years = 2 points 2+ to 3 years = 4 points 3+ to 4 years = 6 points	Maximum 6 points
RT7	The proposed resource must have experience in business process analysis using lean principals. Such as; VSM (Value Stream Mapping) BABOK (Business Analysis), BPMBOK (Business Process Modeling)	VSM (Value Stream Mapping) = 1 points BABOK (Business Analysis) = 1 points BPMBOK (Business Process Modeling) = 1 points	Maximum 3 points
Overall Score		Bidders must score a minimum of 60%	



APPENDIX B TO ANNEX D – FLEXIBLE GRID

Business Process Consultant - Senior Flexible Grid		
Levels of Expertise		
<u>Senior:</u> Minimum 95 pts		
Education	Résumé	Points
University (PhD, Graduate, Undergraduate, degree): 35 pts		
College or CEGEP Diploma/Certificate: 25 pts		
Certification		Points
Relevant Professional Certification: 15 pts		
Experience		Points
≥1 yr and <2 yrs: 12-23 months — 10 pts		
≥2 yrs and <4 yrs: 24-47 months — 20 pts		
≥4 yrs and <6 yrs: 48-71 months — 25 pts		
≥6 yrs and <8 yrs: 72-95 months — 35 pts		
≥8 yrs and <10 yrs: 96-119 months — 50 pts		
≥10 yrs: 120 + months — 60 pts		



APPENDIX C TO ANNEX D - CERTIFICATIONS AT THE TA STAGE

By submitting a Proposed Resource in response to a Task Authorization (TA), the Contractor certifies the following:

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract No.: 5500001064

Purchasing Office — Bureau des Achats :

Canada Border Services Agency
Agence des services frontaliers du Canada
355 North River Road - 355 ch. River nord
17th Floor - 17^{ième} étage
Ottawa ON K1A 0L8

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référencé dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

Title — Sujet:

TBIPS SA - A.11 Tester Level 3 x4

Contract No. — No du contrat:

5500001064

D.D.P. — D.D.P.:

Destination of Goods, Services, And Construction —
Destination des biens, services et construction
See herein — voir aux présentes

Invoices to be sent to — Factures Envoyer à:

Canada Border Service Agency
Agence des services frontaliers du Canada
vendors-fournisseurs@cbsa-asfc.gc.ca

<p>The Vendor /Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :</p>	<p>Contracting Authority — Autorité contractante :</p>	
<p>Dhafir Burhan Digitally signed by Dhafir Burhan Date: 2020.12.23 09:42:24 -05'00'</p>	<p>Telephone No. — No de telephone: 343-551-6907</p>	<p>Fax No. — No de télécopieur :</p>
<p>Signature _____ Date _____</p>	<p>E-Mail Address — Courriel: Meagan.Lclair@cbsa-asfc.gc.ca</p>	
<p>Dhafir Burhan, Director Name, title of person authorized to sign (type or print) — Nom et titre du signataire autorisé (caractère d'impression)</p>	<p>Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.): \$628,099.20</p>	<p>Currency Type - Genre de devise : CAD</p>
<p>Vendor / Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : SoftSim Technologies Inc. #202 - 404 Rue St-Pierre Vieux-Montréal, QC H2Y 2M2 PBN : 863787651PG0001</p>	<p>Signed for the President by — Signé pour le Président par : DEROUIN MICHEL Digitally signed by DEROUIN MICHEL DN: C=ca, O=gc, OU=cora-asfc, OU=PERSONNEL, CN=DEROUIN MICHEL, SERIALNUMBER=2015286231103657 Reason: I am the author of this document Location: your signing location here Date: 2020-12-22 17:14:26 Font: PhantomPDF Version: 10.0.1</p>	
	<p>Signature _____</p>	<p>Date _____</p>
	<p>Name and Position Title — Nom et Titre du poste Michel Derouin A/ Manager Strategic Procurement Division (SPD), Operations (OPS), Finance and Corporate Management Branch Canada Border Services Agency</p>	



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract No.: 5500001064

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ANNEX A

STATEMENT OF WORK

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SECURITY GUIDE



CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

1.1 REQUIREMENT

- a. SoftSim Technologies Inc. (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "Client" is Canada Border Services Agency (CBSA).
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

1.2 TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations**: The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Assessment of Resources Proposed at TA Stage**: Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendix "B" of Annex "A".
- b. **Form and Content of Task Authorization** :
 - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix "A" to Annex "A".
 - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);



- H. the number of person-days of effort required;
- I. whether the work requires on-site activities and the location;
- J. the language profile of the resources required;
- K. the level of security clearance required of resources;
- L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- M. any other constraints that might affect the completion of the task.

c. Contractor's Response to Draft Task Authorization:

The Contractor must provide the Technical Authority, within three (3) working days of receiving the draft Task Authorization or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

d. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signature(s):

- A. for any TA with a value less than or equal to \$0.00 (including Applicable Taxes), the TA must be signed by the Technical Authority and the Contracting Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority or another member of the Strategic Procurement Division (SPD).

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

e. Periodic Usage Reports:

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.



- iii. Each report must contain the following information for each validly issued TA (as amended):
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.

f. **Refusal of Task Authorizations or Submission of a Response which is not Valid:**

The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex "B". Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

- g. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

1.3 MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. **"Minimum Contract Value"** means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.



- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
- i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

1.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

a. **General Conditions :**

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

1.5 SECURITY REQUIREMENT

- a. The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

PWGSC File # Common PS SRCL #6

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC.
3. The Contractor must not remove any protected information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex "C";
 2. *Industrial Security Manual* (Latest Edition).



1.5.1 ADDITIONAL SECURITY REQUIREMENT

The CBSA, will conduct its own personnel Reliability Status assessment on the recommended Bidder and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the "Policy on Government Security - Personnel Security Standard", irrespective of whether such assessment has already been conducted under any such policies. Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section"(PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resources, the Bidder should submit a complete signed original TBS 330-23 Form - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) with their Bid. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority (prior to Contract Award).

Until the credit check, fingerprinting and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder and the proposed personnel is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder personnel will not be permitted access to Protected / Classified information or assets, and will not be permitted to enter sites where such information or assets are kept.

In the event the recommended Bidder is not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder's (Contractor and its personnel) bid will be deemed non-compliant and the next ranked Bidder will be contacted. If only one bid was obtained and the recommended Bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

***Fees are applicable. Fingerprinting will be at the Bidder's cost.**

1.6 CONTRACT PERIOD

- a. **Contract Period :** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends on December 22, 2021; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract :**
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

1.7 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name : Meagan Leclair
Title : A/Senior Contracting Officer
Organization : Canada Border Services Agency (CBSA)
Address : 355 North River Road, Vanier Tower B, 17th Floor, Ottawa, Ontario, K1A 0L8
Telephone : 343-551-6907
E-mail address : Meagan.Leclair@cbsa-asfc.gc.ca



The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority

The Technical Authority for the Contract is:

Name : Paul van Berkel
Title : A/Director
Organization : Canada Border Services Agency (CBSA)
Address : 333 North River Road, Vanier Tower A, Ottawa, Ontario, K1A 0L8
Telephone : 613-410-1562
E-mail address: Paul.vanBerkel@cbsa-asfc.gc.ca

In their absence, the Technical Authority is:

Name : Julie Joannis
Title : IT Manager
Organization : Canada Border Services Agency (CBSA)
Address : 333 North River Road, Vanier Tower A, Ottawa, Ontario, K1A 0L8
Telephone : 343-572-7599
E-mail address: julie.joannis@cbsa-asfc.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative

The Contractor's Representative for the Contract is:

Name : Dhafir Burhan
Title : Project Director
Organization : SoftSim Technologies Inc.
Address : #202 - 404 Rue St-Pierre, Vieux-Montréal, QC H2Y 2M2
Telephone : 438-300-3224
E-mail address : dburhan@softsim.ca

1.8 PAYMENT

a. Basis of Payment

One or more of the basis of payment options below will be specified in the TA:

- i. **Professional Services provided under a Task Authorization with a Limitation of Expenditure:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- ii. **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.



- iii. **Professional Services provided under a Task Authorization with a Ceiling Price :** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the ceiling price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex b, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$555,840.00

- iv. **Pre-Authorized Travel and Living Expenses :** Canada will not pay any travel or living expenses associated with performing the Work.
- v. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- vi. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vii. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure - Cumulative Total of all Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- A. when it is 75 percent committed, or
 - B. four (4) months before the contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability



c. Methods of Payment

One or more of the following methods of payment will form part of the approved TA:

For a Firm Price TA:

a) Single Payment:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

b) Milestone Payment:

Canada will pay the Contractor on a milestone basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- i. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all required certificates have been signed by the respective authorized representatives; all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

For the Work specified in an approved TA subject to a cost reimbursable to a limitation of expenditure or ceiling price:

c) Single Payment:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

d) Monthly Payment:

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

e. Payment Credits

i. Failure to Provide Resource:

- A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.



B. Corrective Measures: If credits are payable under this Article for two (2) consecutive months or for three (3) months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

C. Termination for Failure to Meet Minimum Availability Level : In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor three (3) months' written notice of its intent, if any of the following apply :

1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

f. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



1.9 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

1.10 CERTIFICATIONS

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- b. **SACC Manual Clauses**
 - i. A3010T (2010-08-16), Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



1.11 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

1.12 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Ontario.

1.13 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2020-05-28);
- c. Annex A, Statement of Work - Annex A including its Appendices as follows;
 - i. Appendix A to Annex A - Tasking Assessment Procedure;
 - ii. Appendix B to Annex A - Task Authorization (TA) Form;
 - iii. Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - iv. Appendix D to Annex A - Certifications at the TA stage
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. the signed Task Authorizations including any required Certifications;
- g. Supply Arrangement Number EN578-170432/258/EI (the "Supply Arrangement");
- h. the Contractor's bid dated November 2, 2020.

1.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

1.15 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

1.16 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :



- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

1.17 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.



- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

1.18 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

1.19 REPORTING REQUIREMENTS

The Contractor must provide reports identified in the Task Authorization and Statement of Work, if any.



1.20 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

1.21 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

1.22 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

1.23 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees to execute the transition tasks identified in the Statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier.

1.24 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



ANNEX A

STATEMENT OF WORK

TITLE

Software Tester, Level 3

BACKGROUND

Information Science and Technology Branch (ISTB) of Canada Border Services Agency (CBSA) mandate is to enable effective and efficient border management through the design, development, implementation, delivery and operation of innovative solutions, science and technology for the major issues facing border management today and in the future.

The Production Assurance testing teams are responsible for validating that the Canada Border Services Agency (CBSA) Corporate, Commercial and Traveller Processing systems meet the business, system and usability requirements.

OBJECTIVE

The CBSA requires up to (4) Software Testers to provide software testing services for various CBSA large scale, complex and integrated Corporate, Common, Travellers and Commercial Processing systems.

SCOPE

The Contractor will be responsible for analyzing business and system requirements, conducting test planning, writing and executing manual test cases, creating test data, developing, executing and maintaining automated test scripts for various software systems.

The Contractor must have experience in developing test packages including test strategies, test plans, test cases, test cycles, automated test scripts and test analysis and reporting. Experience and knowledge of testing procedures, environments and strategies as well as problem reporting, release and change management processes is expected.

The consultant must have experience in testing Web based applications given that the development and testing environments are based on Java Web Technologies, and other Web technologies/frameworks such as HyperText Markup Language (HTML), Extensible HyperText Markup Language (XHTML), Extensible Markup Language (XML) and Java Server Faces (JSF) and/or JSP.

TASKS

On an as and when requested basis, through the issuance of Task Authorizations (TAs), the proposed resource will provide the following. Each Task Authorization will specify the tasks and completion schedule. Responsibilities include, but are not limited to:

- Develop and execute test strategies, test processes, test procedures, test plan, test scenarios, test cases, test cycles, automated test scripts and test analysis in support of application development and maintenance;
- Conduct testing in accordance with the test and release management plan;
- Create test data in accordance with the test strategy/test plan;
- Provide Status Reports;
- Document and report testing activities using established tools and practices;
- Log defects and track to closure, working with development teams to establish defect validity, cause and retesting as required;
- Handle testing issues in a timely fashion;
- Participate and contribute to team and release meetings, and walkthroughs session;
- Provide testing impacts (estimates) for new release content derived from defects, and /or technical/infrastructure modifications;
- Work with cross-functional teams to ensure quality throughout the software development lifecycle;
- Provide support of testing activities in an integrated system environment;



- Apply knowledge of automated test case tools such as HP Quality Center or UFT;
- Develop, execute and maintain manual/automated test scripts using HP ALM/UFT; and
- Mentor CBSA staff.

DELIVERABLES

On an as and when requested basis, through the issuance of Task Authorizations (TAs), the proposed resource will provide the deliverables as specified in the deliverables and completion schedule on the TA. Deliverables will include but not limited to:

Deliverables	Schedule
Test strategies, test plans, test cases, test scenarios and test data for client-server, web, web services and COBOL based application changes using MS-Office suite of tools and HP Application Lifecycle Management (ALM). The contractor needs to write a test strategy/test plan for each release. The strategy will include the test cases/scenarios, test data/parameters, automated scripts and level of effort/duration necessary to test the system(s).	As per each Release or Maintenance release schedule, provided by the Technical Authority.
Designing, coding, debugging and executing automated test scripts using HP UFT and/or SoapUI. These scripts must be well documented, in order for other testers to be able to execute the scripts successfully.	As per each Release or Maintenance release schedule, provided by the Technical Authority.
Designing, coding, debugging and executing automated test scripts for automated test data generation.	As per each Release or Maintenance release schedule, provided by the Technical Authority.
Test analysis and results reports.	As per each Release or Maintenance release schedule, provided by the Technical Authority.
Testing Impacts (estimates) for testing of new systems, Changes Requests, Defects and infrastructure/ platform modifications.	As per each Release or Maintenance release schedule, provided by the Technical Authority.
Input to CBSA testing standards and best practices documentation.	As needed.
Presentations and procedural documents for peers and management using the MS-Office suite of tools. The contractor must be able to produce presentations on their testing strategies and testing results. They must also produce procedural documents on the steps needed to run their automated and/or manual scripts.	As needed.
Weekly status report using the MS-Office suite of tools. The contractor must produce a weekly status report detailing their deliverables for the week. In this report the contractor must document all deliverables completed and what needs to be completed in order to finish their tests, including timeframes.	Weekly

All deliverables must be provided in conformance with CBSA's standard desktop operating software which is Microsoft Office Suite (including Word, Excel, Visio and PowerPoint) in English.



All deliverables must be initially provided in draft to the Technical Authority for review. Should there be problems or issues with the deliverables being presented, the Technical Authority will notify the resource of the items that must be modified within five (5) business days of receipt of the draft deliverable. Once all items have been resolved and acceptable to the Technical Authority, a finalized version of the deliverables will be provided to the Technical Authority within five (5) business days from acceptance.

REPORTING REQUIREMENTS

If a TA has been authorized, the resource must provide a weekly status report in MS Word electronically to the Technical Authority outlining what work was undertaken during the reporting period, what work is still outstanding, and any issues or concerns that the resource wants to identify to the attention of the Technical Authority. The status reports must also be supported by a monthly detailed time sheet mapped to deliverables, using standard template.

COMMUNICATION

It is the responsibility of the Contractor to facilitate and maintain regular communication with the CBSA Technical Authority. Status updates, verbal or written, may be requested by the Technical Authority over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls; electronic mail; faxes; and meetings. In addition, the Contractor is to immediately notify the Technical Authority of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.

METHOD AND SOURCE OF ACCEPTANCE

All services rendered under the Contract/TA are subject to inspection by the Technical Authority.

All deliverables shall respect the following principles:

Logical structure - flow in a logical format that permits the reader to entirely understand the objectives of the initiative, and that it appropriately describes how recommendations and conclusions were determined;

Business oriented - concerned with the business capabilities and impact, rather than having a technical focus; and

Comprehensive - includes all significant factors to a complete evaluation of the context, constraints, risks and expectations of the work.

CONSTRAINTS

The Contractor is not permitted to disclose CBSA provided information learned through this contract to external sources unless authorized by the designated CBSA Technical Authority.

The CBSA's working hours are between 07:00 to 18:00 Monday through Friday, except for Statutory Holidays where Government Offices are closed. These hours are not representative of the duration of a Contractor's work day. All proposed personnel must be available to work outside normal office hours during the duration of the Contract. The Technical Authority will advise the Contractor as soon as possible of any required work outside standard working hours.

LANGUAGE

The proposed Resource will be required to perform the work in English. Every individual proposed in its bid will be fluent in English. The individual proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

TECHNICAL ENVIRONMENT

The Contractor will provide the Services in conformance with CBSA's standard desktop operating software, currently, Microsoft Office Suite (including Word, Excel, and PowerPoint).



All Deliverables provided by the Contractor will become integrated within CBSA's technical and operational environment as specified by CBSA.

The technical environment at CBSA is comprised of several technologies including but not limited to:

- JAVA on IBM z/OS, SUN Solaris Server, or Microsoft Server
- COBOL on IBM z/OS Mainframe
- IBM WebSphere Application Server on z/OS (version 6 or more)
- IBM WebSphere MQ on z/OS (version 6 or more)
- HTTPS (SSL)
- Web Services
- JavaScript
- XML
- Microsoft PowerPoint, Visio, Word, Excel, Internet Explorer, Windows 2000 and XP
- MS SQL
- HP Quick Test Professional
- HP Quality Center
- HP Performance Center
- HTML
- IBM DB2
- J2EE
- Java

CLIENT SUPPORT

The Contractor will be provided with CBSA user IDs, passwords, workstation or laptop, and other materials as required in order to process, store, and/or transmit CBSA data on CBSA networks during the contract.

The use of the Contractor's IT systems are not permitted.

LOCATION OF WORK

The work is expected to be performed off site in accordance to the current COVID-19 directives on workplace occupancy. This may change at the discretion of CBSA and the return-to-workplace strategy plan.

There is no travel requirement outside the NCR.



APPENDIX A TO ANNEX A

TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.



3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.



APPENDIX B TO ANNEX A
TASK AUTHORIZATION FORM

TASK AUTHORIZATION (TA)				
Contractor:		Contract Number:		
Task Number:		Date:		
Amendment Number:		Date:		
TA Request (For completion by Project Authority)				
1. Description of service(s) to be delivered/provided as per the Statement of Work [Insert details and ensure the description is within scope and deliverables of original contract]				
2. PERIOD OF SERVICES		From:		To:
3. Service Location		[Indicate where the work will be performed within the NCR]		
4. Travel Requirements		[] Yes [] No		
5. Other Conditions /Restraints		[] Yes [] No Specify:		
6. Basis of Payment		Limitation of Expenditure [] Ceiling Price [] Firm Price []		
7. METHOD OF PAYMENT:				
[] Single [] Monthly [] Milestones				
8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
[] Reliability				
9. LANGUAGE OF WORK				
Language of service(s) to be delivered/provided		[] English		
TA Proposal (For completion by Contractor)				
10. Estimated Cost Contract <Insert additional rows as required>				
Resource Category & Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated level of days of efforts	Total
				\$
				\$
				\$
Sub-Total Price:				
Tax (GST or HST):				
Total Price Including Tax:				
TA Approval				
11. Signing Authorities				



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract No.: 5500001064

Name and Title of Individual Authorized to Sign on Behalf of Contractor [type or print]	Signature	Date
Name and Title of TBS Project Authority [type or print]	Signature	Date
Name and Title of Individual Authorized to Sign on Behalf of the Treasury Board of Canada Secretariat (TBS) [type or print]	Signature	Date
12. Basis of Payment & Invoicing		
<p>Payment to be made based on receipt of a detailed invoice for services rendered, subject to acceptance by the Technical/Project Authority.</p> <p>Electronic submission of original invoices must be sent to the Technical/Project Authority identified in the Contract.</p> <p>All invoices must be as per contract terms and conditions.</p>		



APPENDIX C TO ANNEX A

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

Note: the evaluation criteria identified in this section will be the same as the solicitation but the experience required will be “*from TA request date*” instead of “*from bid closing date*”, when applicable.

1.0 Mandatory Resource Assessment Criteria:

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	The Bidder must provide two (2) Project References for work performed by the Proposed Resource that is relevant to the Category. These references must be from two different projects and each should include the following information: Project A: Client Name: Client Contact Name: Title of the Contractor: Duration (mm-yyyy to mm-yyyy): Phone Number and/or Email: Project B: Client Name: Client Contact Name: Title of the Contractor: Duration (mm-yyyy to mm-yyyy): Phone Number and/or Email:		
MT2	The Bidder must clearly *demonstrate that the Proposed Resource has a minimum of 120 months within the last 180 months, hands on experience testing at least two (2) different **COMPLEX IM/IT APPLICATIONS . For		



NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
	<p>each projects, the Proposed Resource must have performed all of the following testing activities:</p> <ul style="list-style-type: none">• analysis of requirements and estimation of testing level of effort; and• developing and maintaining test plans; and• developing, maintaining and executing test; and• defining and creating test data manually or using data-seeding tools; and• reporting of test results. <p>*demonstrate: the candidate must clearly demonstrate in the resume how she/he meets the criteria. Stating only that he/she meets will not be sufficient to meet the criteria.</p> <p>**A COMPLEX IM/IT APPLICATION* refers to an application with four (4) or more of the following characteristics:</p> <ul style="list-style-type: none">• a multi-platform set of technologies requiring integration;• a multi-tier diverse set of technologies requiring integration;• a nationally-distributed user base;• supports mission-critical functional requirements and two (2) or more demanding non-functional requirements such as high availability, recoverability, critical response times, scalability, challenging security, etc.; <p>a large number of business transactions with sub-second response times requiring high availability and reliability.</p>		
MT3	<p>The Bidder must *demonstrate that the Proposed Resource has a minimum of 60 months hands-on experience within the last 120 months developing and maintaining automated test scripts and test data beyond "record and play back", using a recognized testing tool such as HP Quick Test Professional, UFT or equivalent.</p>		



NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT4	The Bidder must *demonstrate that the Proposed Resource has a minimum of 60 months experience in testing Java based and JEE applications running on the WebSphere Application Servers.		

2.0 Point Rated Resource Assessment Criteria:

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	<p>Further to MT2, the Bidder should clearly *demonstrate that the Proposed Resource has additional hands on experience testing at least two (2) different **COMPLEX IM/IT APPLICATIONS. For each projects, the Proposed Resource must have performed all of the following testing activities:</p> <ul style="list-style-type: none">• analysis of requirements and estimation of testing level of effort; and• developing and maintaining test plans; and• developing, maintaining and executing test; and• defining and creating test data manually or using data-seeding tools; and• reporting of test results. <p>*demonstrate: the candidate must clearly demonstrate in the resume how she/he meets the criteria. Stating only that he/she meets will not be sufficient to meet the criteria.</p>	<p>120 months or less = 0 points 121 months to 132 months = 5 points 133 months to 144 months = 10 points 145 months to 156 months = 15 points 157 months to 168 months = 20 points 169+ months = 25 points</p>	25	



NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
	<p>**A COMPLEX IM/IT APPLICATION* refers to an application with four (4) or more of the following characteristics:</p> <ul style="list-style-type: none">• a multi-platform set of technologies requiring integration;• a multi-tier diverse set of technologies requiring integration;• a nationally-distributed user base;• supports mission-critical functional requirements and two (2) or more demanding non-functional requirements such as high availability, recoverability, critical response times, scalability, challenging security, etc.;• a large number of business transactions with sub-second response times requiring high availability and reliability.			
RT2	Further to MT3, the Bidder should clearly *demonstrate that the Proposed Resource has a minimum of 60 months hands-on experience within the last 120 months developing and maintaining automated test scripts and test data beyond “record and play back”, using a recognized testing tool such as HP Quick Test Professional, UFT or equivalent.	60 months or less = 0 61 months to 72 months = 5 points 73 months to 84 months = 10 points 85 months to 96 months = 15 points 97 months to 108 months = 20 points 109 months = 25 points	25	
RT3	Further to MT4, the Bidder should clearly *demonstrate that the Proposed Resource has a minimum of 60 months experience in testing Java based and JEE applications running on the WebSphere Application Servers.	60 months or less = 0 61 months to 72 months = 5 points 73 months to 84 months = 10 points 85 months = 15 points	15	



NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT4	The bidder should *demonstrate that the Proposed Resource has experience creating and executing test scripts using at least one or more of the following protocols: HTTP, and/or SOAP and/or XML.	HTTP = 10 points SoapUI = 10 Points XML = 10 points	30	
RT5	The bidder should *demonstrate that the Proposed Resource has experience testing mobile applications.	12 months or less = 5 point 13 months to 24 months = 10 points 25 months = 15 points	15	
RT6	The bidder should *demonstrate that the Proposed Resource has experience testing systems integrated with IBM products such as Z/OS mainframe, MQ, Websphere.	60 months or less = 0 61 months to 72 months = 5 points 73 months to 84 months = 10 points 85 months = 15 points	15	
RT7	The bidder should *demonstrate that the Proposed Resource has experience identifying and documenting software defects using a commercial software defect logging and tracking systems such as JIRA or equivalent.	12 months or less = 5 point 13 months to 24 months = 10 points 25 months = 15 points	15	
RT8	The bidder should *demonstrate that the Proposed Resource has experience coaching, mentoring and providing knowledge transfer.	60 months or less = 5 61 months to 72 months = 10 points 73 months = 15 points	15	
RT9	The bidder should *demonstrate that the Proposed Resource has Software Testing Certification such as ISQTB, from a recognized qualification certification organisation. Bidders must provide a readable copy of the degree in English or French with its bid.	No = 0 points Yes = 5 points	5	
RT10	The bidder should *demonstrate that the Proposed Resource has a College diploma/University Degree from a recognized	No = 0 points Yes = 5 points	5	



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NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
	Canadian college/university in Computer Science or Computer programming. Bidders must provide a readable copy of the degree in English or French with its bid.			
Total Available points:			165	
Minimum Total Overall Points Required to be declared responsive:			120	
Total achieved:				



APPENDIX D TO ANNEX A

CERTIFICATIONS AT THE TA STAGE

By submitting a Proposed Resource in response to a Task Authorization (TA), the Contractor certifies the following:

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

4. CERTIFICATION OF LANGUAGE

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.



ANNEX B

BASIS OF PAYMENT

A. CONTRACT PERIOD

During the period of the contract, the Contractor will be paid as specified below for work performed in accordance with the contract.

1.0 LABOR

The Contractor will be paid as specified below for work performed in accordance with the Contract.

Category of personnel and level Initial Period (Contract Award - December 22, 2021)	Firm all-inclusive per diem rate (GST/HST extra)
A.11 Tester Level 3	

While the estimated number of resources is four (4), this may fluctuate up or down depending on operational requirements, the number of engagements running concurrently and the complexity of the engagements.

1.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

Subject to the exercise of the Contract option, the Contractor will be paid the following rates for work performed pursuant to this Contract, in accordance with Annex A, during the extended period of the Contract. Applicable taxes are extra.

Category of personnel and level Option Period 1 (December 23, 2021 - December 22, 2022)	Firm all-inclusive per diem rate (GST/HST extra)
A.11 Tester Level 3	

1.2 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to terms of payment.

1.3 GST/HST

- a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- b) The estimated HST is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.
- c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.



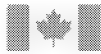
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Contract No.: 5500001064

- d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All estimates contained in the Contract relating to travel, optional items or as and when requested goods or services are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to exercise such options or purchase such services.



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ANNEX C SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6



Government
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du Canada

Contract Number / Numéro du contrat 1000353646
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine C.B.S.A.	2. Branch or Directorate / Direction générale ou Direction ISTB / ESTB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Software Testers testing CBSA applications		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



COMMON-PS-SRCL#6



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1000353646

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UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis



RELIABILITY STATUS
COTE DE FIABILITÉ



CONFIDENTIAL
CONFIDENTIEL



SECRET
SECRET



TOP SECRET
TRÈS SECRET



TOP SECRET - SIGINT
TRÈS SECRET - SIGINT



NATO CONFIDENTIAL
NATO CONFIDENTIEL



NATO SECRET
NATO SECRET



COSMIC TOP SECRET
COSMIC TRÈS SECRET



SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?



No
Non

Yes
Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



COMMON-PS-SRCL#6



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of Canada

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du Canada

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1000353646

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UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC				
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET
											A	B	C		
Information / Assets Renseignements / Biens															
Production															
IT Media / Support TI															
IT Link / Lien électronique															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





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du Canada

Contract Number / Numéro du contrat

1000353646

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Paul van Berkel		Title - Titre IT Manager	Signature Paul G. van Berkel
Telephone No. - N° de téléphone 343-291-6833	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel paul.vanberkel@cbsa-asfc.gc.ca	Date July 23, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Kavita Maharaj		Title - Titre Security Advisor	Signature MAHARA J KAVITA
Telephone No. - N° de téléphone 604-830-7764	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel kavita.maharaj@cbsa.gc.ca	Date 2020-09-08
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			Digitally signed by LECLAIR MEAGAN Date: 2020.11.24 15:58:45 -05'00'
Name (print) - Nom (en lettres moulées)		Title - Titre LECLAIR MEAGAN	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature Saumur, Jacques 0
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division / Division des contrats sécurité /
Contract Security Program / Programme de sécurité des contrats /
Public Services and Procurement Canada / Services publics et Approvisionnement Canada
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Telephone / Téléphone 613-948-1732
Facsimile / Télécopieur 613-948-1712



ATTACHMENT 1 TO ANNEX C

SECURITY GUIDE

The purpose of the security guide is to clarify the multiple levels of security screening identified under Part 7 of the Security Requirements Check List (SRCL) described in Annex B. In addition to the Contractor and its resource's obligation to comply with the provisions of the SRCL described in Annex B, the following must be adhered to:

1.1 Personnel security screening level requirements for RELIABILITY STATUS:

ALL resources MUST hold, at a minimum, a valid REALIBILITY security screening to perform, in whole or in part, the work described in the Statement of Work at Annex A.

1.2 Unscreened Personnel

Unscreened personnel MAY NOT be used for ANY portion of the work described in the Statement of Work at Annex A.



Purchasing Office — Bureau des Achats :

Canada Border Services Agency
Agence des services frontaliers du Canada
355 North River Road — 355 ch. River nord
17th Floor — 17^{ième} étage
Ottawa ON K1A 0L8

Title — Sujet :

TBIPS SA – Stream 1, Stream 4 and Stream 5
for the Financial Management Enhancement Project Support

Contract No. — N° du contrat :

5500001067

Requisition No. — Numéro de réquisition

1000354209

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction —
Destination des biens, services et construction

See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à :

Canada Border Service Agency
Agence des services frontaliers du Canada

vendors-fournisseurs@cbsa-asfc.gc.ca

**The Vendor/Firm hereby accepts/acknowledges this contract —
Le fournisseur/entrepreneur accepte/accuse réception du
présent contrat :**

Signature / Date Jan 7th. 2020

**Name, title of person authorized to sign (type or print) —
Nom et titre du signataire autorisé (caractère d'impression)**

Victoria Fisher, CEO & President

Contracting Authority — Autorité contractante :

Stephanie Nachar

**Telephone No. — No de
téléphone :**

343-551-6902

**Fax No. — No de
télécopieur :**

N/A

E-Mail Address — Courriel:

stephanie.nachar@cbsa-asfc.gc.ca

**Total Estimated Cost (GST
incl.) /Coût total estimatif
(TPS incl.) :**

\$1,960,550.00

**Currency Type —
Genre de devise :**

CAD

**Vendor / Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur :**

Company : Cache Computer Consulting Corp.
Name: Victoria Fisher
Title: President/CEO

Address: 1502-275 Slater Street,
Ottawa Ontario, K1P 5H9

Telephone: 613-563-2579

E-mail address: Victoria.fisher@cacheconsulting.ca

**Signed for the President by — Signé pour le Président
par :**

**MENECHIAN
NOUBAR**

Digitally signed by MENECHIAN NOUBAR
DN: C=ca, O=gc, OU=ccra-adrc, OU=PERSONNEL,
CN=MENECHIAN NOUBAR +
SERIALNUMBER=2019346165149978
Reason: I am the author of this document
Location: your signing location here
Date: 2021-01-06 17:40:23
Foxit PhantomPDF Version: 10.0.1

Signature / Date

Name and Position Title — Nom et Titre du poste

Noubar Menechian
A/Director
Strategic Procurement Division (SPD)



CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

1. REQUIREMENT

- a. **Cache Computer Consulting Corp.** (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- c. **Defined Term:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

2. TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendix "B" of Annex "A".
- c. **Form and Content of Task Authorization :**
 - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix "A" to Annex "A".
 - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;



- E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- d. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within **three (3)** working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- e. **Approval Process:** If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a fully signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- f. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

- A. for any TA with a value less than or equal to \$0.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.



g. Periodic Usage Reports:

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- h. **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex "B". Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes



only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

- i. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

3. MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. **"Minimum Contract Value"** means **5 %** of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

4. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

a. General Conditions :

2035 (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.



5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5. SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

PWGSC FILE # Common PS SRCL #19

The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET** as required, granted or approved by CISD/PWGSC.

The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex "C";
- b. *Industrial Security Manual* (Latest Edition).

5.1 ADDITIONAL SECURITY REQUIREMENT

The CBSA, will conduct its own personnel Reliability Status assessment on the recommended Bidder and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the "Policy on Government Security – Personnel Security Standard", irrespective of whether such assessment has already been conducted under any such policies. Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section"(PSSS), which is independent of the Public Works and Government



Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resources, the Bidder should submit a complete signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) with their Bid. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority (prior to Contract Award).

Until the credit check, fingerprinting and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder and the proposed personnel is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder personnel will not be permitted access to Protected / Classified information or assets, and will not be permitted to enter sites where such information or assets are kept.

In the event the recommended Bidder is not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder's (Contractor and its personnel) bid will be deemed non-compliant and the next ranked Bidder will be contacted. If only one bid was obtained and the recommended Bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

***Fees are applicable. Fingerprinting will be at the Bidder's cost.**

In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6. CONTRACT PERIOD

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends on December 31st, 2022.

7. AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Nachar
Title: Senior Contracting Officer
Organization: Canada Border Services Agency
Strategic Procurement and Materiel Management Division
Address: 355 North River Road, Tower B, 17th floor
Ottawa, Ontario K1A 0L8
Telephone: 514-293-5542
E-mail address: stephanie.nachar@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority

The Technical Authority for the Contract is:



Name: Chris Lanoue
Title: Director, SAP Support and maintenance
Organization: Canada Border Services Agency
Address: 355 North River Road, Tower B, Office #3046
Ottawa, Ontario K1A 0L8
Telephone: 613-410-8949
E-mail address: chris.lanoue@cbsa-asfc.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative

Name: Victoria Fisher
Title: President/CEO
Address: 1502-275 Slater Street,
Ottawa Ontario
K1P 5H9
Telephone: 613-563-2579
E-mail address: Victoria.fisher@cacheconsulting.ca

8. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

9. PAYMENT

a. Basis of Payment

One or more of the basis of payment options below will be specified in the TA:

- i. **Professional Services provided under a Task Authorization with a Limitation of Expenditure:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- ii. **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- iii. **Professional Services provided under a Task Authorization with a Ceiling Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the ceiling price set out in the Task



Authorization (based on the firm, all-inclusive per diem rates set out in Annex b, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure – Cumulative Total of all Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. when it is 75 percent committed, or
 - B. four (4) months before the contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

c. Methods of Payment - Approved TA: One or more of the following methods of payment will form part of the approved TA:

For a Firm Price TA:

- (a) **Single Payment:** Canada will pay the Contractor on a single basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if



- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work performed has been accepted by Canada.
- (b) **Milestone Payment:** Canada will pay the Contractor on a milestone basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - i. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all required certificates have been signed by the respective authorized representatives; all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

For the Work specified in an approved TA subject to a cost reimbursable to a limitation of expenditure or ceiling price:

- (c) **Single Payment:** Canada will pay the Contractor on a single basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work performed has been accepted by Canada.
- (d) **Monthly Payment:** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work performed has been accepted by Canada.

d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

e. Payment Credits

i. Failure to Provide Resource:

- A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.



- B. **Corrective Measures:** If credits are payable under this Article for two (2) consecutive months or for three (3) months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor three (3) months' written notice of its intent, if any of the following apply :
1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
 - iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
 - iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
 - v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
 - vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- f. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.



- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.
vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

11. CERTIFICATIONS

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- b. **SACC Manual Clauses**

A3010T (2010-08-16), Education and Experience:

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that



every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

12. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

13. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

14. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2020-05-28);
- c. Annex A, Statement of Work;
 - i. Appendix A to Annex A - Tasking Assessment Procedure;
 - ii. Appendix B to Annex A - Task Authorization (TA) Form;
 - iii. Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - iv. Appendix D to Annex A - Certifications at the TA stage
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. the signed Task Authorizations including any required Certifications;
- g. Supply Arrangement Number (EN578-170432) (the "**Supply Arrangement**");
- h. the Contractor's bid dated (December 7th, 2020)

15. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work



permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

16. INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.



- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

17. LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**



- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount



finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

18. PROFESSIONAL SERVICES – GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the



replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

19. SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

20. REPORTING REQUIREMENTS

The Contractor must provide reports identified in the Task Authorization and Statement of Work, if any.

21. REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

22. ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.



23. GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

24. IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



ANNEX A - STATEMENT OF WORK

TITLE

Financial Management Enhancement Project Support

OBJECTIVE

The Finance and Corporate Management Branch of the Canada Border Services Agency (CBSA) requires services of informatics professional resources to assist with the development of new functionalities and the maintenance of existing functionalities in SAP environment; assisting with the solution design and analysis around data integrity, maintenance and data cleanup within CBSA's ERP Common Components (ECC) environment, its SAP Business Warehouse (BW) and SAP Business Objects (BOBJ) suite as well as the migration to SAP S/4 HANA.

BACKGROUND

CBSA has been working to increase its functional footprint in its SAP environment in order to keep up with business and reporting requirements.

In early 2013, CBSA developed blueprints for the implementation of the SAP Business Planning and Consolidation (BPC) module. The data needed by BPC is currently held within the SAP Business Warehouse (BW) environment which sits on HANA.

CBSA have gone live with a forecasting solution through BPC as well as expenditure planning and has begun delivering reports and analytics tools.

CBSA next deliverables are:

- Budgeting
- Planning (Integrated Business and Operational)
- Forecasting
- Enterprise Asset Management
- Project Systems
- Successfactors
- ARIBA
- Concur

SCOPE

The Contractor must provide informatics professional resources to CBSA on an as and when requested basis as initiated through the Task Authorizations (TAs). These resources will assist the Agency with collaborating and advising the business on solution options to achieve the desired results including collaborating with stakeholders to evaluate design options and alternatives, select the appropriate solution and meet business expectations.

TAs may be issued for any of the resource categories identified in Resource Requirement section.



RESOURCE REQUIREMENT

TBIPS Resource Category	Level
A.2 Enterprise Resource Planning Functional Analyst	Level 2
A.2 Enterprise Resource Planning Functional Analyst	Level 3
P.1 Change Management Consultant	Level 3
P.9 Project Manager	Level 3
B-9 Courseware Developer Level 2	Level 2

TASKS

The Contractor's resources may be required, but are not limited to, to perform the following tasks:

A.2 Enterprise Resource Planning Functional Analyst (Level 2) - SAP BI/BW/BOBJ (Business Objects)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation and support) for SAP BW CBSA documentation standards;
- d. Implement technical enhancements and expansions to CBSA's BW solution, including system interfaces, data models, data extraction (initial and deltas), transformation, validation and data cube generation appropriate to the BW enhancements;
- e. Validate data extractions, transformations and queries with stakeholders;
- f. Participate in working group sessions and interact with external consultation with clients which span the agency;
- g. Participate and support the development, configuration and implementation of all SAP BW Sandbox, Dev, Q&A and production BW/BOBJ environments;
- h. Participate and support the development and implementation of a Business-Objects based reporting solution by contributing required SAP BW or SAP Analytics Cloud (SAC) back-end components;
- i. Provide technical support and production monitoring for solution;
- j. Provide knowledge transfer and coaching to CBSA employees;
- k. Verify the quality of Business Warehouse (BW) data;
- l. Collaborate and liaise with CRA;
- m. Maintain Business Warehouse (BW) process chains;
- n. Develop, support and integrate Business Planning and Consolidation BPC customizations with BW; and
- o. Work on SAP module stated above or replacement SAP emerging technology



A.2 Enterprise Resource Planning Functional Analyst (Level 2) – SAP BPC (Business, Planning and Consolidation)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation and support) for SAP BW in accordance with the CBSA documentation standards;
- d. Implement technical enhancements and expansions to CBSA's BW solution, including system interfaces, data models, data extraction (initial and deltas), transformation, validation and data cube generation appropriate to the BW enhancements, in accordance with CBSA processes;
- e. Validate data extractions, transformations and queries with stakeholders;
- f. Provide assistance with development, testing and integration of the BW and BPC security components and any required customized ABAP solution components;
- g. Participate in working group sessions and interact with external consultation with clients which span the agency;
- h. Participate and support the development, configuration and implementation of all SAP BW Sandbox, Dev, Q&A and Production BW/BPC Environments;
- i. Participate and support the development and implementation of a Business-Objects based reporting solution by contributing required SAP BW back-end components;
- j. Provide technical support and production monitoring for solution;
- k. Provide knowledge transfer and coaching to CBSA employees;
- l. Develop, implement and support for SAP BW and BPC objects required to support the deliverables including custom BW extractors, Business Add-ins (BADIs), Macros, Forms, Transformations, cubes and queries;
- m. Verify the quality of Business Warehouse (BW) data;
- n. Collaborate and liaise with CRA;
- o. Maintain Business Warehouse (BW) process chains;
- p. Develop, support and integrate BPC customizations with BW;
- q. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 2) SAP HCM/SF (Human Capital Management/Success Factors))

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Propose technical and functional solutions;
- d. Participate to the optimization of the work processes, methods, and procedures linked to IT applications (payroll, time management, related interfaces);
- e. Consult with managers, business analysts, subject matter experts, system super users, and end users concerning business needs and Human Capital Management (HCM) solutions. Benchmark industry, vendor, association, and other agencies concerning best practices;
- f. Recommend system and business process changes to maintain or to increase data integrity;



- g. Provide expertise on system configuration and functionality for upgrades, maintenance, and enhancements;
- h. Monitor and apply regulatory and legal changes that affect business processes and system functionality;
- i. Coordinate HCM functionality with other technology groups, such as web, applications etc.;
- j. Design and configure HCM system functionality.
- k. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation and support) in accordance with the CBSA documentation standards; and
- l. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP PM (Plant Maintenance))

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation and support) for SAP BW in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency; and
- e. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP SA (Security)

- a. Perform analysis on, and maintain, security requirements dealing with application authorization, ID provisioning and ID management on ABAP and Java stacks to minimize access control issues and segregation of duty (SOD) concerns;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Follow established procedures for implementing security changes across SAP landscape;
- d. Configure and manage SAP Governance, Risk, and Compliance (GRC) Access Control;
- e. Develop / configure and update SAP Security work requests including Segregation of Duties (SOD) review and processes, user and role access management, investigative analysis, audit and compliance monitoring reports;
- f. Ensure that the SAP systems are in compliance with all CBSA's security policies; and
- g. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 2) - SAPMM/ARIBA (Materials Management/ARIBA)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;



- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation and support) for SAP BW in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency;
- e. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 2) – SAP Travel Management / Concur)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation, training and support) in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency.
- e. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 3) – SAP AA (Asset Accounting)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation, training and support) in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency.
- e. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 3) SAP FI/CO/FM (Finance, Controlling and Financial Management)

- a. Review relevant background documents including existing business processes and end-user and policy requirements provided by CBSA to obtain contextual information of the scope of work;
- b. Participate in working group sessions and interact with external consultation with our clients which span the agency;
- c. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- d. Create detailed design documentation;



- e. Provide assistance and support to CBSA Project Manager / Functional & Technical Authority;
- f. Develop detailed solution design;
- g. Configure / Program solution;
- h. Provide timely and complete knowledge to CBSA project team staff through individual and group training, shadowing, demonstrating and written instructions;
- i. Provide draft and final detailed solution design document;
- j. Provide a draft and final configured / programmed solution;
- k. Provide supporting documentation;
- l. Submit status/progress report on tasks progress in MS Word format on a weekly basis;
- m. Present project status update as well as project deliverables to project authority;
- n. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP-PS (Project Systems)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation and support) for SAP BW in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency; and
- e. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 3) – SAP REFx (Flexible Real Estate)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation and support) for SAP BW in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency; and
- e. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 2) - SAPPSCD (Public Sector Collection and Disbursement)

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;



- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation, training and support) in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency.
- e. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 2) - SAP General

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation, training and support) in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency.
- e. Work on SAP module stated above or replacement SAP emerging technology
- f. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- g. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- h. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation, training and support) in accordance with the CBSA documentation standards;
- i. Participate in working group sessions and interact with external consultation with clients which span the agency.
- j. Work on SAP module stated above or replacement SAP emerging technology

A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP General

- a. Review relevant background documents including: business processes, end-user and policy requirements provided by CBSA for contextual information; project documentation including strategy, plans and requirements; and technical documentation including installation, configuration and process flows describing the current application;
- b. Participate in workshops and prepare the related Blueprint documents relevant to the implementation of new configuration ensuring any work is done with a move to S/4 in mind;
- c. Prepare, develop and maintain technical documents (including system requirements, feasibility, costs, design, configuration, implementation, training and support) in accordance with the CBSA documentation standards;
- d. Participate in working group sessions and interact with external consultation with clients which span the agency.
- e. Work on SAP module stated above or replacement SAP emerging technology



P-9 Project Manager – Level 3

- a. Activity and resource planning
- b. Organizing and motivating a project team
- c. Controlling time management
- d. Ensuring customer satisfaction
- e. Analyzing and managing project risk
- f. Monitoring progress
- g. Managing reports and documentation

P-1 Change Management Consultant – Level 3

- a. Readiness Assessments
- b. Communication and communication planning
- c. Sponsor activities and sponsor roadmaps
- d. Coaching and managing training for change management
- e. Training and employee training development
- f. Resistance management
- g. Data collection, feedback analysis and corrective action
- h. Celebrating and recognizing success
- i. After-project review

B-9 Courseware Developer (Level 2) SAP Training

- a. Perform needs assessment/analysis for training purposes
- b. Plan and monitor training projects
- c. Perform job, task, and/or content analysis
- d. Write criterion-referenced, performance-based objectives
- e. Recommend instructional media and strategies
- f. Develop performance measurement standards
- g. Develop training materials
- h. Prepare end-users for implementation of courseware materials
- i. Communicate effectively by visual, oral, and written form with individuals, small group, and in front of large audiences

All tasks related to a deliverable are to be provided for Technical Authority review and suggestion. The contractor must incorporate any changes requested by the Technical Authority.

DELIVERABLES & SCHEDULE

Each Task Authorization will identify the specific deliverables and schedule the Contractor will be expected to produce and meet.

ACCEPTANCE CRITERIA

All deliverables shall respect the following principles:

- Logical structure - flow in a logical format that permits the reader to understand the objectives of the initiative, and that it describes how recommendations and conclusions are determined;



- Business oriented - with the focus on business capabilities and impact, rather than having a technical focus; and
- Comprehensive - include all significant factors to a complete evaluation of the context, constraints, risks and expectations of the work.

CONSTRAINTS

CRA is the host for the ECC instance of SAP being used by both CRA and CBSA; CBSA has a shared agreement for use of the data, and transfer of said data. CBSA access into the SAP ERP ECC environment is limited.

All reporting that is generated through BW on HANA/BPC/BOBJ will be required in both official languages; this may mean sending out text to official translation services as well as testing in multiple languages.

CLIENT SUPPORT

CBSA currently has a SAP (BW) on HANA environment; also hosted by CRA for ECC instance. The Contractor's resources will be working with the business team within CBSA providing support and services to resource management and corporate accounting as well as helping CBSA Comptroller move forward with data integrity cleanups.

The Contractor will be working along with a project team to gather further requirements and develop solutions to cover areas including but not limited to:

- Budgeting
- Planning (Expenditure and Integrated Business)
- Forecasting
- Enterprise Asset Management
- Project Systems
- Successfactors
- ARIBA
- Concur

TECHNOLOGY ENVIRONMENT

The Contractor may be required to use any of the following technologies/technical areas:

- SAP ECC 6.0 – CBSA and CRA are currently looking at next steps in the move to S/4 HANA and related SaaS products. CBSA is also hosted by CRA for the ECC environment, however, CBSA currently has extractors set up and running daily into a CBSA owned BW on HANA environment;
- SAP BW 7.0 (SP13)
- SAP BOBJ
- SAP BPC 10.1
- SAP BI Launchpad 4.3
- SAP Analytics Cloud (SAC)



LANGUAGE OF WORK

Work will be conducted in English. All resources must provide services in English.

LOCATION OF WORK

The resources will be required to work onsite at 355 North River Road, Ottawa. An office space, email and system access will be provided during normal business hours (7 a.m. – 6 p.m.) Monday to Friday except during designated holidays. Laptops and PKI Keys will be provided to allow work remotely where deemed necessary with the prior approval of the Technical Authority.

COMMUNICATION AND REPORTING REQUIREMENT

It is the responsibility of the Contractor to facilitate and maintain regular communication with the Technical Authority. Status updates, verbal or written, may be requested by the Technical Authority over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls; electronic mail; faxes; and meetings. In addition, the Contractor must immediately notify the Technical Authority of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.

TRAVEL

No travel is anticipated.



APPENDIX A TO ANNEX A - TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which



activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.



APPENDIX B TO ANNEX A - TASK AUTHORIZATION FORM

TASK AUTHORIZATION		
Contractor:		Outlined agreement # :
Task #:		Original requisition (RVReq)# :
TA PO #:		
TA Requisition # :		Date:
Amendment Number:		Financial coding :
1. TA Request		
Background/Objective: <p>This section should provide context for the work and a high level outcome. For example: This is the 1st phase of the project so the focus is only on certain aspects of the work. This will assist the procurement officer in their review and will distinguish from previous or subsequent TAs.</p>		
Tasks: <p>This section lists the detailed and specific tasks the resource is required to perform to achieve the outcome.</p>		
Deliverables and Associated Schedule: <p>This section lists the detailed deliverables the resource must produce along with the due dates of when they must submit them. The description of the deliverables should make it clear to the supplier and their resource what constitutes an acceptable deliverable so there is no ambiguity in terms of the quality we expect. If we do not provide this, we have little to no recourse for poor performance.</p>		
Format of Deliverables: <p>This section lists in which format the deliverables will be provided.</p>		
2. PERIOD OF SERVICES	From:	To:
3. Work Location		
4. Other Conditions /Restrains	[] Yes [] No Specify:	
5. Travel	[] Yes [] No Specify:	
6. Basis of Payment	Limitation of Expenditure [] Ceiling Price [] Firm Price []	
7. METHOD OF PAYMENT:	[] Single [] Monthly [] Milestones	
8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL		
[] Reliability Status [] Confidential [] Secret [] Not Applicable		
9. BILINGUALISM (if applicable)		
[] English and French [] French [] English		



TASK AUTHORIZATION			
TA Proposal [For completion by Contractor]			
10. Estimated Cost Contract			
Category of Proposed Resource and name	Firm Per Diem Rate	Estimated # of Days	Total cost
Sub-total Professional Fees:			\$
HST:			\$
Total:			\$
TA Approval			
11. Signing Authorities			
	Signatures of Authorized Representatives	Date	
Name & Title of Individual Authorized to Sign on Behalf of Contractor:			
Name & Title of the Project Authority:			
Name & Title of Contracting Authority for CBSA (if required):			
12. Invoicing			
Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.			
The supplier should invoice in ¼, ½, ¾ or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.			
Invoices must be sent electronically via email to: vendors-fournisseurs@cbsa-asfc.gc.ca			
Financial Coding:			



APPENDIX C TO ANNEX A - RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

Note to Bidder: the evaluation criteria identified in this section will be the same as the solicitation but the experience required will be “from TA request date” instead of “from bid closing date”, when applicable.

1. Resource Mandatory Evaluation Criteria

1.A.2 Enterprise Resource Planning Functional Analyst (Level 2) - SAP BI/BW/BOBJ (Business Objects)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	The bidder must demonstrate the proposed resource has a minimum of 60 months, within the last 84 months from bid closing date, of experience as an ERP Functional Analyst providing hands-on functional project experience in SAP including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.		
MT2	The bidder must demonstrate the proposed resource has a minimum of 60 months, within the last <u>84</u> months from bid closing date, of hands-on SAP project experience, i.e. Hands-on design, configuration, testing and deployment of business-driven functional solutions in all of the following area(s) in SAP Business Intelligence/Business Warehouse:		



	<ul style="list-style-type: none">• InfoCubes;• Multiproviders;• DataStore Objects;• InfoSet Queries;• Transformations;• Planning components;• Extractors; and• Bex Queries/Web Templates <p>The bidder must provide a detailed description of the resource's role and not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT3	<p>The bidder must demonstrate the proposed resource has a minimum one year experience in the last three years prior to the solicitation publication date with each of the following: designing and architecting solutions using SAP Business Objects.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT4	<p>The bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification</p> <p>A copy of the certification or education proof should be provided with bid submission.</p>		



26. 1.2 A.2 Enterprise Resource Planning Functional Analyst (Level 2) – SAP BPC (Business, Planning and Consolidation)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	The Bidder must demonstrate the proposed resource has a minimum of 60 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.		
MT2	<p>The Bidder must demonstrate the proposed resource has a minimum of 36 months of hands-on SAP project experience, i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP Business Intelligence/Business Warehouse or BPC.</p> <p>The project experience provided must be specific to the functionality listed. The Bidder must provide a detailed description of the resource's role and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT3	<p>The Bidder must demonstrate the proposed resource has a minimum 12 months of experience in the last 36 months, from bid closing date, with Business Planning & Consolidation (BPC) solution which contains:</p> <ul style="list-style-type: none">• Custom Forms; and• Custom Visual Basic Macros <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and should not simply outline the environment. Project references (Client</p>		



	contact name, title, email and phone no.) must be provided for each project.		
MT4	The Bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accountant certification. A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.		

1.3 A.2 Enterprise Resource Planning Functional Analyst (Level 2) SAP HCM/SF (Human Capital Management/SuccessFactors)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 60 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 12 months of experience as stated above must have been with a Federal Government Organization or Agency*.</p> <p>*Federal Government Organization or Agency: A Federal government organization or Agency is defined as an organization listed in Schedule I, II, V or VI (Part 1) of the Financial Administration Act). Website: http://laws-lois.justice.gc.ca/eng/acts/F-11/index.html.</p>		



MT2	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 60 months of hands-on SAP project experience, i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP HR/HCM Recruitment or SuccessFactors.</p> <p>The project experience provided must be specific to the functionality listed. The bidder must provide a detailed description of the resource's role and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT3	<p>The Bidder must demonstrate the Proposed Resource has a minimum 12 months of experience in the last 36 months prior to solicitation publication date with each of the following: designing, developing, testing and implementing SAP Human Capital Management interfaces, work flows and end-to-end business processes for integrating SAP solutions.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT4	<p>The Bidder must demonstrate the Proposed Resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification. A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.</p>		



1.4 A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP PM (Plant Maintenance)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 120 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 60 months of experience as stated above must have been with a Federal Government Organization or Agency*.</p> <p>*Federal Government Organization or Agency: A Federal government organization or Agency is defined as an organization listed in Schedule I, II, V or VI (Part 1) of the Financial Administration Act). Website: http://laws-lois.justice.gc.ca/eng/acts/F-11/index.html.</p>		
MT2	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 60 months hands-on SAP project experience i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP Plant Maintenance or Enterprise Asset Management.</p> <p>The project experience provided must be specific to the functionality listed. The bidder should provide a detailed description of the resource's role and not simply outline the</p>		



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Agence des services
frontaliers du Canada

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Solicitation No.: 1000354209

	environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.		
MT3	<p>The Bidder must demonstrate the Proposed Resource has a minimum 12 months experience in the last 36 months from bid closing date, with SAP Plant Maintenance work flows and end-to-end business processes for integrating an SAP EAM (Enterprise Asset Management) solutions.</p> <p>In order for the project experience listed to qualify, the Proposed Resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT4	<p>The Bidder must demonstrate the Proposed Resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.</p>		



1.5 A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP SA (Security)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 120 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 60 months of experience as stated above must have been with a Federal Government Organization or Agency*.</p> <p>*Federal Government Organization or Agency: A Federal government organization or Agency is defined as an organization listed in Schedule I, II, V or VI (Part 1) of the Financial Administration Act). Website: http://laws-lois.justice.gc.ca/eng/acts/F-11/index.html.</p>		
MT2	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 60 months of hands-on SAP project experience, i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP Security and Authorizations.</p> <p>The project experience provided must be specific to the functionality listed. The Bidder must provide a detailed description of the resource's role and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT3	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 12 months of experience in the last 36 months from</p>		



	<p>bid closing date, with each of the following: designing, developing, testing and implementing SAP Security interfaces, work flows and end-to-end business processes for integrating SAP solutions specifically involving SAP BW, BOBJ and HANA.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT4	<p>The Bidder must demonstrate the Proposed Resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.</p>		

1.6 A.2 Enterprise Resource Planning Functional Analyst (Level 2) - SAPMM/ARIBA (Materials Management/ARIBA)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 60 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p>		



	<p>A minimum of 12 months of experience as stated above must have been with a Federal Government Organization or Agency*.</p> <p>*Federal Government Organization or Agency: A Federal government organization or Agency is defined as an organization listed in Schedule I, II, V or VI (Part 1) of the Financial Administration Act). Website: http://laws-lois.justice.gc.ca/eng/acts/F-11/index.html.</p>		
MT2	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 60 months providing hands-on SAP project experience, i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in implementation and/or upgrade to SAP Materials Management or ARIBA.</p> <p>The project experience provided must be specific to the functionality listed. The bidder must provide a detailed description of the resource's role and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT3	<p>The Bidder must demonstrate the Proposed Resource has a minimum 12 months of experience in the last 36 months from bid closing date, with each of the following: SAP MM (or ARIBA) interfaces, work flows and end-to-end business processes for integrating SAP solutions and external non-SAP based applications.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT4	<p>The Bidder must demonstrate the Proposed Resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.</p>		



1.7 A.2 Enterprise Resource Planning Functional Analyst (Level 2) – SAP Travel Management / Concur

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate the Proposed Resource has a minimum of 60 months as an ERP Functional Analyst providing hands-on functional project experience in SAP. Including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 12 months of experience as stated above must have been with a Federal Government Organization or Agency*.</p> <p>*Federal Government Organization or Agency: A Federal government organization or Agency is defined as an organization listed in Schedule I, II, V or VI (Part 1) of the Financial Administration Act). Website: http://laws-lois.justice.gc.ca/eng/acts/F-11/index.html.</p>		
MT2	<p>The bidder must demonstrate the proposed resource has a minimum of 60 months of hands-on SAP project experience, i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in implementing and/or upgrading to SAP Travel or SAP Concur.</p> <p>The project experience provided must be specific to the functionality listed. The Bidder must provide a detailed description of the resource's role and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT3	<p>The Bidder must demonstrate the Proposed Resource has a minimum 12 months experience in the last 36 months from bid</p>		



	<p>closing date, with each of the following: SAP Travel (or Concur) interfaces, work flows and end-to-end business processes for integrating SAP solutions and external non-SAP based applications.</p> <p>In order for the project experience listed to qualify, the Proposed Resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and not simply outline the environment. Project references (Client contact name, title, email and phone no.) must be provided for each project.</p>		
MT4	<p>The bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.</p>		

1.8 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) - SAP AA (Asset Accounting)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate that the proposed resource has a minimum of 120 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p>		



	A minimum of 60 months must have been in the Public Sector / Government operated organization		
MT2	<p>The Bidder must demonstrate that the proposed resource has a minimum of 60 months of hands-on SAP project experience i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP Asset Accounting.</p> <p>The project experience provided must be specific to the functionality listed. The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT3	<p>The bidder must demonstrate the proposed resource has a minimum of 12 months of experience in the last three years prior to TA issuance date with each of the following: Development and implementation of SAP Asset Accounting work flows and end-to-end business processes for integrating SAP solutions.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT4	<p>The Bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		



**1.9 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) – SAP FI/CO/FM
(Finance, Controlling and Financial Management)**

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate the proposed resource has a minimum of 120 months of experience as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 60 months must have been in the Public Sector / Government operated organization</p>		
MT2	<p>The bidder must demonstrate the proposed resource has a minimum of 60 months of hands-on SAP project experience i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP Funds Management.</p> <p>The project experience provided must be specific to the functionality listed. The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		



MT3	<p>The bidder must demonstrate the proposed resource has a minimum 12 months of experience in the last 36 months prior to TA issuance date with each of the following: designing, developing, testing and implementing SAP Finance, Controlling, and Financial Management, work flows and end-to-end business processes for integrating SAP solutions.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT4	<p>The bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		

1.10 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) -SAP-PS (Project Systems)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The bidder must demonstrate the proposed resource has a minimum of 120 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with</p>		



	<p>understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 60 months must have been in the Public Sector / Government operated organization</p>		
MT2	<p>The bidder must demonstrate the proposed resource has a minimum of 60 months hands-on SAP project experience i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP Project Systems.</p> <p>The project experience provided must be specific to the functionality listed. The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT3	<p>The bidder must demonstrate the proposed resource has more than a minimum of 12 months experience in the last three years prior to TA issuance date with each of the following: designing, developing, testing and implementing SAP Project Systems interfaces, work flows and end-to-end business processes for integrating SAP solutions.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and should not simply outline the environment. Project references (Client contact name, title,</p>		



	email and phone no.) should be provided for each project.		
MT4	<p>The bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		

1.11 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) - SAPREFx (Flexible Real Estate)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The bidder must demonstrate the proposed resource has a minimum of 120 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 12 months must have been in the Public Sector / Government operated organization</p>		
MT2	<p>The bidder must demonstrate the proposed resource has a minimum of 60 months hands-on SAP project experience i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP Real Estate or REFX</p>		



	The project experience provided must be specific to the functionality listed. The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.		
MT3	<p>The bidder must demonstrate the proposed resource has a minimum 12 months experience in the last three years prior to TA issuance date with work flows and end-to-end business processes for integrating an SAP REFx.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT4	<p>The bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof should be provided.</p>		



1.12 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 2) - SAPPSCD (Public Sector Collection and Disbursement)

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The bidder must demonstrate the proposed resource has a minimum of 60 months as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of 12 months must have been in the Public Sector / Government operated organization</p>		
MT2	<p>The bidder must demonstrate the proposed resource has a minimum of 60 months hands-on SAP project experience i.e. hands-on design, configuration, testing and deployment of business-driven functional solutions in SAP PSCD.</p> <p>The project experience provided must be specific to the functionality listed. The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		



MT3	<p>The bidder must demonstrate the proposed resource has a minimum of one year experience in the last three years prior to SA issuance date with each of the following: SAP PSCD interfaces, work flows and end-to-end business processes for integrating SAP solutions and external non-SAP based applications.</p> <p>In order for the project experience listed to qualify, the proposed resource must have been on the project for a minimum of six (6) months. The project experience provided must also be specific to the functionality listed and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT4	<p>The bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		

1.13 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 2) - SAP General

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate the proposed resource has a minimum of 60 months of experience as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data</p>		



	within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions. A minimum of 12 months must have been in the Public Sector / Government operated organization		
MT2	The Bidder must demonstrate the proposed resource has a minimum of 60 months of experience providing hands-on SAP project experience. The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.		
MT3	The Bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification. A copy of the certification or education proof must be provided.		

1.14 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) - SAP General

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	The Bidder must demonstrate the proposed resource has a minimum of 120 months of experience as an ERP Functional Analyst providing hands-on functional project experience in SAP, including application integration experience with understanding of integrating master data and transactional data		



	<p>within an SAP environment and hands-on design, configuration, testing and deployment of business-driven functional solutions.</p> <p>A minimum of five years must have been in the Public Sector / Government operated organization</p>		
MT2	<p>The Bidder must demonstrate the proposed resource has a minimum of 60 months hands-on SAP project experience. The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT3	<p>The Bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		

1.15 P-9 ERP Project Manager - Level 3

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate that the proposed resource has either;</p>		



	<p>- Minimum of 120 months of Project Management experience, within the past 180 months prior to TA issuance date OR</p> <p>- Minimum of 60 months of Project Management experience within the past 84 months prior to TA issuance date</p> <p>Responsibilities should include but are not limited to at least five of the following;</p> <ul style="list-style-type: none">• Analysis and development of business "critical success factors"• Analysis and development of architecture requirements design, process development, process mapping and training• Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities• Participate in change impact analysis and change management activities• Participate in organizational realignment (job re-design organizational re-structuring)• Coordinate development of training and coordination with other stakeholders• Create presentations and present to various stakeholders, and facilitate meetings and discussions. <p>A minimum of 36 months must have been in the Public Sector/ Government operated organization</p>		
MT2	<p>The Bidder must demonstrate the proposed resource has a minimum of 60 months of hands-on SAP project management experience in the following area(s):</p> <ul style="list-style-type: none">• Manage the project during the development, implementation and operations start-up by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed		



	<p>time, cost and performance parameters</p> <ul style="list-style-type: none"> • Formulate statements of problems; established procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof • Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team • Report progress of the project on an ongoing basis and at scheduled points in the life cycle • Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools • Project sign-off <p>The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT3	<p>The Bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		



1.16 P-1 ERP Change Management Consultant - Level 3

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractor to insert data)	Insert page # of resume
MT1	<p>The Bidder must demonstrate that the proposed resource has either;</p> <ul style="list-style-type: none">- Minimum of 120 months of Change Management experience, within the past 180 months OR- A combination of 60 months of Change Management experience within the past 84 months <p>Responsibilities should include but are not limited to at least five of the following;</p> <ul style="list-style-type: none">• Analysis and development of business "critical success factors"• Analysis and development of architecture requirements design, process development, process mapping and training• Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities• Participate in change impact analysis and change management activities• Participate in organizational realignment (job re-design organizational re-structuring)• Coordinate development of training and coordination with other stakeholders		



	<ul style="list-style-type: none">• Create presentations and present to various stakeholders, and facilitate meetings and discussions <p>A minimum of 36 months must have been in the Public Sector/ Government operated organization</p>		
MT2	<p>The Bidderr must demonstrate the proposed resource has a minimum of 60 months of experience providing hands-on SAP change management project in the following area(s):</p> <ul style="list-style-type: none">• Analysis and development of business "critical success factors"• Analysis and development of architecture requirements design, process development, process mapping and training• Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities• Participate in change impact analysis and change management activities• Participate in organizational realignment (job re-design organizational re-structuring)• Coordinate development of training and coordination with other stakeholders• Create presentations and present to various stakeholders, and facilitate meetings and discussions <p>The Contractor should provide a detailed description of the resource's role and should not simply outline the environment. Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		



MT3	<p>The Bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		
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1.17 B-9 Courseware Developer (Level 2)- SAP Training

NAME OF RESOURCE:			
#	Mandatory Technical (MT) Criteria	Contractor's Response	
		Demonstrated experience (Contractors to insert data)	Insert page # of resume
MT1	<p>The Contractor must demonstrate that the proposed resource has a minimum of 60 months of Courseware Development experience within the past 84 months prior to TA issuance date.</p> <p>A minimum of 36 months must have been in the Public Sector/ Government operated organization</p>		
MT2	<p>The Contractor must demonstrate the proposed resource has a minimum of 36 months providing hands-on SAP project experience in Courseware development. The project experience provided must be specific to the functionality listed.</p> <p>The Contractor should provide a detailed description of the resource's role and should not simply outline the environment.</p>		



	Project references (Client contact name, title, email and phone no.) should be provided for each project.		
MT3	<p>The Bidder must demonstrate the proposed resource has a minimum 12 months experience in the last 36 months prior to TA issuance date with the following:</p> <ul style="list-style-type: none">• creating web based training materials;• Providing online training tools to an organization. <p>The project experience provided must be specific to the functionality listed and should not simply outline the environment. Project references (Client, Contact title, email and phone must be provided for each reference). Resource must have worked on the project for a minimum 6 months for the experience to count.</p> <p>Project references (Client contact name, title, email and phone no.) should be provided for each project.</p>		
MT4	<p>The Bidder must demonstrate the proposed resource has one of the following: 1.) SAP certification 2.) University Degree or College Diploma 3.) Accounting certification.</p> <p>A copy of the certification or education proof must be provided.</p>		



2. Resource Rated Evaluation Criteria

2.1 Enterprise Resource Planning Functional Analyst (Level 2) - SAP BI/BW/BOBJ (Business Objects)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Maximum Points	Cross Reference to proposal (Page #)
RT1	The Bidder's Proposed Resource should have SAP technical / functional experience from bid closing date, collecting and analyzing business requirements and designing reports and dashboards using BOBJ analytic tools or emerging SAP analytics tools.	12 months or less = 0 point 13 to 24 months = 5 points 25 to 36 months = 10 points 37 to 48 months = 15 points 49+ month = 20 points	20	
RT2	The Bidder's Proposed Resource should have SAP technical/functional experience from bid closing date in collecting and analyzing business requirements and designing reports using Design Studio.	12 months or less = 0 point 13 to 24 months = 5 points 25 to 36 months = 10 points 37 to 48 months = 15 points 49+ month = 20 points	20	
RT3	The Bidder should demonstrate the Proposed Resource has a SAP Certification in one of the following: <ul style="list-style-type: none">• SAP BW• SAP BOBJ• SAP Lumira	No Certification = 0 Point SAP certification =10 points	10	



RT4	The Bidder should demonstrate the Proposed Resource has work experience within a Public Safety Federal Government Department.	Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) = 5 points	5	
Total Points:			55	
Minimum Points Required :			10	
Total achieved:				

2.2 Enterprise Resource Planning Functional Analyst (Level 2) – SAP BPC (Business, Planning and Consolidation)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Maximum Points	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the Propose Resource has a minimum of 12 months of experience prior to bid closing date, developing and implementing BAdI's or User Exits for BW.	0 to 11 months = 0 point 12 to 60 months = 10 points 61 to 120 months = 15 points 121+ months = 20 points	20	
RT2	The Bidder should demonstrate that the Proposed Resource has a minimum of 12 months of experience prior to bid closing date, developing and	0 to 11 months = 0 point 12 to 24 months = 10 points 25 to 36 months = 15 points 36+ months = 20 points	20	



	implementing a custom security solution for BW and BPC.			
RT3	<p>The Bidder should demonstrate that the Proposed Resource has a SAP Certification in SAP BPC.</p> <p>A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.</p>	<p>No Certification = 0 points</p> <p>Certification = 10 points</p>	10	
RT4	<p>The Bidder must demonstrate the Proposed Resource has work experience within a Public Safety Federal Government Department.</p>	<p>Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) – 5 points</p>	5	
Total Points:			55	
Minimum Points Required:			20	
Total achieved:				



2.3 Enterprise Resource Planning Functional Analyst (Level 2) SAP HCM/SF (Human Capital Management/SuccessFactors)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Maximum Points	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the Proposed Resource has a minimum of 60 months of experience from bid closing date, in SAP Human Capital Management analysis, design and development.	59 months or less = 0 points 60 to 120 months = 10 121+ months = 15 points	15	
RT2	The Bidder should demonstrate that the Proposed Resource has experience in stakeholder engagement, collecting and analyzing business requirements and writing reports for an SAP based solution.	No = 0 point Yes = 10 points	10	
RT3	The Bidder should demonstrate that the Proposed Resource has a SAP Certification in one of the following: <ul style="list-style-type: none">• SAP HCM• SAP Successfactors A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.	No certification = 0 point SAP HCM = 5 points SAP Successfactors = 15 points Both SAP HCM and SAP Successfactors certifications – 20 points	20	



RT4	The Bidder should demonstrate that the Proposed Resource has work experience within a Public Safety Federal Government Department..	No experience = 0 point Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada)= 5 points	5	
Total Points:			50	
Minimum Points Required:			10	
Total Achieved:				

2.4 A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP PM (Plant Maintenance)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Maximum Points	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the Proposed Resource has a minimum of 60 months of experience prior to bid closing date, in SAP Plant Maintenance analysis, design and development.	59 months or less = 0 points 60 to 120 months = 15 121+ months = 20 points	20	



RT2	The Bidder should demonstrate that the Proposed Resource has a minimum of 12 months of experience from bid closing date, in SAP Finance and Controlling, design and development.	11 months or less = 0 points 12 to 60 months = 10 61+ months = 15 points	15	
RT3	The Bidder should demonstrate that the Proposed Resource has a SAP Certification in SAP Plant Maintenance. A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.	No certification = 0 point Certification = 10 points	10	
RT4	The Bidder should demonstrate the Proposed Resource has work experience within a Public Safety Federal Government Department.	No experience = 0 point Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) - 5 points	5	
Total Points:			50	
Minimum Points Required:			25	
Total Achieved				



2.5 A.2 Enterprise Resource Planning Functional Analyst (Level 3) - SAP SA (Security)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Maximum Points	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the Proposed Resource has a minimum 1 year experience from bid closing date, in SAP security analysis, design and development.	11 months or less = 0 points 12 to 60 months = 10 61+ months = 15 points	15	
RT2	The Bidder should demonstrate that the Proposed Resource has a minimum 12 months of experience prior to bid closing date, in SAP BW, BPC and BOBJ security design and development.	11 months or less = 0 points 12 to 60 months = 15 61+ months = 20 points	20	
RT3	The Bidder should demonstrate that the Proposed Resource has a SAP Certification in SAP Security and Authorization. A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.	No certification = 0 point Certification = 10 points	10	



RT4	The Bidder should demonstrate the Proposed Resource has work experience within a Public Safety Federal Government Department.	No experience = 0 point Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada)=5 points	5	
	Total Points:		50	
	Minimum Points Required:		25	
	Total achieved:			

2.6 A.2 Enterprise Resource Planning Functional Analyst (Level 2) - SAPMM/ARIBA (Materials Management/ARIBA)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Maximum Points	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the Proposed Resource has a minimum of 12 months of experience from bid closing date, in SAP MM analysis, design and development.	11 months or less = 0 points 12 to 60 months = 10 61+ months = 15 points	15	



RT2	The bidder should demonstrate that the proposed resource has a minimum of 12 months of experience from bid closing date, in SAP Materials Management or SAP ARIBA.	11 months or less = 0 points 12 to 60 months = 10 61+ months = 15 points	15	
RT3	<p>The bidder should demonstrate that the proposed resource has a SAP Certification in at least one of the following:</p> <ul style="list-style-type: none">• SAP Materials Management; and/or• SAP ARIBA <p>A readable copy of the Certification and/or Diploma and/or Degree as required must be provided with the bid in English or French.</p>	No Certification = 0 point SAP MM = 10 points SAP ARIBA = 15 points	15	
RT4	The Bidder should demonstrate that the Proposed Resource has work experience within a Public Safety Federal Government Department.	Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada)- 5 points	5	
Total Points:			50	
Minimum Points Required:			20	
Total achieved:				



2.7 A.2 Enterprise Resource Planning Functional Analyst (Level 2) – SAP Travel Management / Concur

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Maximum Points	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the Proposed Resource has a minimum of 12 months of experience from bid closing date, in analysis, design and development of SAP Travel or Concur.	11 months or less = 0 points 12 to 60 months = 10 61+ months = 15 points	15	
RT2	The Bidder should demonstrate that the Proposed Resource has a minimum of 12 months of experience from bid closing date, in SAP Finance and Controlling, SAP Travel Management or SAP Concur, design and development.	11 months or less = 0 points 12 to 60 months = 10 61+ months = 15 points	15	
RT3	<p>The bidder should demonstrate that the proposed resource has a SAP Certification in at least one of the following:</p> <ul style="list-style-type: none">• SAP Travel management; and/or• SAP Concur <p>A readable copy of the Certification and/or Diploma and/or Degree as required must</p>	No certification = 0 point SAP Travel Management = 10 points SAP Concur = 15 points	15	



	be provided with the bid in English or French.			
RT4	The bidder should demonstrate that the proposed resource has work experience within a Public Safety Federal Government Department..	Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) = 5 points	5	
Total Points:			50	
Minimum Points Required:			20	
Total achieved:				

2.8 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) - SAP AA (Asset Accounting)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The bidder should demonstrate that the proposed resource has a minimum five years' experience in SAP Asset Accounting analysis, design and development.	59 months or less = 0 point 60 to 120 months = 10 points 121+ months = 15 points	15	



RT2	The Bidder should demonstrate that the proposed resource has a minimum of one year experience in SAP Finance and Controlling, design and development.	59 months or less = 0 points 12 to 60 months = 10 points 61+ months = 15 points	15	
RT3	The Bidder must demonstrate the proposed resource has a relevant SAP Certification in one of the following FI, FM, AA.	No certification = 0 point Certification = 15 points	15	
RT4	The Bidder should demonstrate the proposed resource has previous work experience within a Public Safety Federal Government Department, and as such has dealt with solutions and data sets with a heavy security requirement.	No work experience within the Public safety Federal Government = 0 points Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) - 5 points	5	
Total Available points:			50	
Minimum Points Required:			20	
Total achieved:				



2.9 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) - SAPFI/CO/FM (Finance, Controlling and Funds Management)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the proposed resource has a minimum 60 month of experience in SAP Finance, Controlling, Funds Management analysis, design, and development.	59 months or less = 0 point 60 to 120 months = 15 points 121+ months = 20 points	20	
RT2	The Bidder should demonstrate that the proposed resource has SAP functional experience in stakeholder engagement, collecting and analyzing business requirements and writing reports.	11 months or less = 0 point 12 to 60 months = 10 points 61+ months = 15 points	15	
RT3	The Bidder must demonstrate the proposed resource has a relevant SAP Certification in one of the following: <ul style="list-style-type: none">• SAP FI• SAP CO• SAP FM	No certification = 0 point Certification = 10 points	10	
RT4	The Bidder should demonstrate the proposed resource has previous work experience within a Public Safety Federal Government Department, and as such has dealt with solutions and data sets with a heavy security requirement.	No experience = 0 point Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional	5	



		Service of Canada) = 5 points		
Total Available points:			50	
Minimum Points Required:			25	
Total achieved:				

2.10 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) -SAP-PS (Project Systems)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Contractor should demonstrate that the proposed resource has a minimum five years' experience in SAP Project Systems analysis, design and development.	59 months or less = 0 point 60 to 120 months = 15 points 121+ months = 20 points	20	
RT2	The Bidder should demonstrate that the proposed resource has experience in SAP Finance and Controlling, design and development.	11 months or less = 0 point 12 to 60 months = 10 points 61+ months = 15 points	15	
RT3	The Bidder must demonstrate the proposed resource has a relevant SAP Certification in the following;	No certification = 0 point Certification = 10 points	10	



	SAP Project Systems			
RT4	The Bidder should demonstrate the proposed resource has previous work experience within a Public Safety Federal Government Department, and as such has dealt with solutions and data sets with a heavy security requirement.	No experience = 0 point Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) -5 points	5	
Total Available points:			50	
Minimum Points Required:			25	
Total achieved:				

2.11 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3)- SAP REFx (Flexible Real Estate)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the proposed resource has a minimum 60 months of experience in SAP Flexible Real-Estate analysis, design and development.	59 months or less = 0 point 60 to 120 months = 15 pts 121+ months = 20 points	20	



RT2	The Bidder should demonstrate that the proposed resource has a minimum of 12 months of experience in SAP Finance and Controlling, design and development.	11 months or less = 0 point 12 to 60 months = 10 pts 61+ months = 15 points	15	
RT3	The Bidder should demonstrate the proposed resource has a relevant SAP Certification in SAP Real Estate or Flex Real Estate.	No certification = 0 point Certification = 10 points	10	
RT4	The Bidder Should demonstrate that the proposed resource has previous work experience within a Public Safety Federal Government Department, and as such has dealt with solutions and data sets with a heavy security requirement.	No experience = 0 point Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) - 5 points	5	
Total Available points:			50	
Minimum Points Required:			15	
Total achieved:				



2.12 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 2) - SAPPSCD (Public Sector Collection and Disbursement)

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The bidder must demonstrate the proposed resource has a relevant SAP Certification in SAP PSCD (Public Sector Collection and Disbursement)	No Certification = 0 point Certification = 10 points	10	
Total Available points:			10	
Minimum Points Required:			-	
Total achieved:				

2.13 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 2) - SAP General

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the proposed resource has a SAP Certification.	No Certification = 0 point Certification = 10 points	10	
Total Available points:			10	
Minimum Points Required:			-	
Total achieved:				



2.14 A.2 Enterprise Resource Planning (ERP) Functional Analyst (Level 3) -SAP General

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate that the proposed resource has a SAP Certification	No Certification = 0 point Certification = 10 points	10	
Total Available points:			10	
Minimum Points Required:			-	
Total achieved:				

27. 2.15 P-9 ERP Project Manager - Level 3

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate the proposed resource has a PMP Certification or ASAP Methodology certification	No Certification = 0 point Certification = 10 points	10	
RT2	The Bidder should demonstrate the proposed resource has a SAP Certification	No Certification = 0 point Certification = 10 points	10	



RT3	The Bidder should demonstrate the proposed resource has previous work experience within a Public Safety Federal Government Department, and as such has dealt with solutions and data sets with a heavy security requirement	Relevant Department (CBSA, Royal Canadian Mounted Police, Canadian Security Intelligence Service, Parole Board of Canada, Public Safety Canada, Correctional Service of Canada) - 2 points	2	
Total Available points:			22	
Minimum Points Required:			-	
Total achieved:				

2.16 P-1 ERP Change Management Consultant - Level 3

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate the proposed resource has a ProSci Certification or ASAP Methodology certification	No certification = 0 point Certification = 10 points	10	
RT2	The Bidder should demonstrate the proposed resource has a SAP Certification	10 points	10	
Total Available points:			20	
Minimum Points Required:			-	
Total achieved:				



2.17 B-9 Courseware Developer (Level 2) - SAP Training

NAME OF RESOURCE:				
#	Rated Technical Criteria	Scoring Methodology	Points Max	Cross Reference to proposal (Page #)
RT1	The Bidder should demonstrate the proposed resource has a SAP Certification	No Certification = 0 point Certification = 10 points	10	
Total Available points:			10	
Minimum Points Required:			-	
Total achieved:				



APPENDIX D TO ANNEX A - CERTIFICATIONS AT THE TA STAGE

CERTIFICATIONS AT THE TA STAGE

By submitting a Proposed Resource in response to a Task Authorization (TA), the Contractor certifies the following:

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

4. CERTIFICATION OF LANGUAGE

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.



ANNEX B - BASIS OF PAYMENT

A. CONTRACT PERIOD

During the period of the contract, the Contractor will be paid as specified below for work performed in accordance with the contract.

1.0 LABOR

The Contractor will be paid as specified below for work performed in accordance with the Contract.

Category of personnel and level	Firm all-inclusive per diem rate (GST/HST extra)
A.2 ERP Functional Analyst - Functional Analyst SAP PM (Plant Maintenance)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP SA (Security)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP AA (Asset Accounting)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP FI/CO/FM (Finance, Controlling and Financial Management)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP PS (Project Systems)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP REFx (Flexible Real Estate)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP-BI/BW/BOBJ (Business Objects)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP-BPC (Business, Planning and Consolidation)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP HCM/SF (Human Capital Management/Success factors)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP-MM/ARIBA (Materials Management/ARIBA)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP-Travel Management / Concur)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP-PSCD (Public Sector Collection and Disbursement)	
A.2 Enterprise Resource Planning (ERP) Functional Analyst SAP General	
4.9 Courseware Developer	
P.1 Change Management Consultant	
P.9 Project Manager	



While the estimated number of resources is up to seventeen (17), this may fluctuate up or down depending on operational requirements, the number of engagements running concurrently and the complexity of the engagements.

1.1 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (iii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to terms of payment.

1.2 GST/HST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.
- (c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
- (d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All estimates contained in the Contract relating to travel, optional items or as and when requested goods or services are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to exercise such options or purchase such services.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#19



Government
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
CBSA		FCMB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail SAP Consulting			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / A ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>		NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>		NATO SECRET <input type="checkbox"/>	
SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) <input type="checkbox"/>			
TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
		SECRET <input type="checkbox"/>	
		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) <input type="checkbox"/>	
		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Canada Border
Services Agency

Agence des services
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIEL		COMSEC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 356-103(2004/12)

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Chris Lanoue	Director SSMD	<i>Chris Lanoue</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-291-8383		chris.lanoue@cbsa-asfc.gc.ca	020-09-17
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Kavita Maharaj	Security Advisor	MAHARA J KAVITA	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
604-830-7764		Kavita.Maharaj@cbsa.gc.ca	2020-09-24
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		NACHAR STEPHANIE	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Saumur, Jacques O	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division | Division des contrats sécurité /
Contract Security Program | Programme de sécurité des contrats /
Public Services and Procurement Canada | Services publics et Approvisionnement Canada
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Telephone | Téléphone 613-948-1732
Facsimile | Télécopieur 613-948-1712

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, Indicate the level of sensitivity:
Dans l'affirmative, Indiquer le niveau de sensibilité: ☒ No ☐ Yes
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract # : 5500001067
Solicitation No.: 1000354209

COMMON-PS-SRCL#19



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO RÉSTRICTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

* Classification de sécurité * au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

* Classification de sécurité * au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).